



ESUCC
ESUCC Regular Board Meeting
Friday, April 17, 2026, 8:30 AM
ESU 3 plus Zoom, 6949 South 110th Street, La Vista, NE 68128

Posted Locations:

Omaha World-Herald
ESUCC webpage
NE Public Meetings

Posted Date: 4/8/2026

Attendance Taken at 8:30 AM.

Dr. Bill Heimann (ESU 01):	Present
Mitch Hoffer (ESU 02):	Present
Dr. Dan Schnoes (NE) (ESU 03):	Absent
Gregg Robke (ESU 04):	Present
Dr. Brenda McNiff (ESU 05):	Present
Dr. Brian Maschmann (ESU 06):	Present
Marci Ostmeyer (ESU 07):	Present
Corey Dahl (ESU 08):	Present
Drew Harris (ESU 09):	Present
Dr. Melissa Wheelock (ESU 10):	Present
John Poppert (ESU 11):	Present
Dr. Laura Barrett (ESU 13):	Present
Phillip Picquet (ESU 15):	Present
James McGown (ESU 16):	Present
Geraldine Erickson (ESU 17):	Present
Dr. Takako Olson (ESU 18):	Present
Dr. Kanyon Chism (ESU 19):	Present

Gerald Kuhn - Present.

1. Call to Order

The Board Meeting was called to order at 8:30am.

- 1.1. Roll Call

2. Welcome Visitors

No visitors present.

3. Public Comment

No public comments provided.

4. Consent Agenda Items

- 4.1. Approval of Minutes

- 4.2. Policy 3015. Disposal of Property

- 4.3. Policy 4002. Employee Classifications

- 4.4. Policy 4003. Job Descriptions

- 4.5. Policy 4004. Selection and Assignment of Employees

- 4.6. Policy 4009. Compensation

- 4.7. Policy 4012. Employee Benefits Compensation

- 4.8. Travel Expenses Exceeding Per Diem

- 4.9. Cooperative Contracts

5. Project Profile - Cybersecurity

ESUCC Chief Information Officer (CIO) Scott Isaacson reviewed the attached K12 Education Cybersecurity Act document.

6. Petitions and Communications to the Board

- 6.1. Learning Community Update

Gerald Kuhn, attended via Zoom to provide a Learning Community Update. The Learning Community was able to get the CAP plan approved. LB 924 - waiting for the Governor to sign. Mr. Kuhn left the meeting at 9:00am.

6.2. NCSA - Ambassador Program Updates

6.3. State Board of Education and Nebraska Department of Education Report

Dr. Shirley Vargas, NDE School Transformation Officer & Office Administrator, reviewed the linked NDE Updates 2025-26 document.

6.4. Association of Education Service Agency (AESA) Report

Dr. Schnoes is on his way back from Portugal for the AESA Leadership Academy.

North Dakota external review started last week.

7. Chief Executive Officer (CEO) Report

ESUCC CEO Dr. Larianne Polk reviewed the attached April 2026 CEO Leave Report to the Board document.

Dr. Brian Maschmann provided an update on the Policy Support Service.

8. SMART Committee Report

The SMART Admin Work group will meet next week. The Arkansas SMART site will be ready to go for the 2026-2027 school year. There are three other states interested but have not fully committed. The SMART Tool has had some improvements. Opportunity to collaborate in some fields, school improvement goal(s) field, service list features to include a toggle for descriptions and funding sources.

9. Committee Reports

9.1. Executive Committee Report

9.1.1. Claims, Financial Statements, and Assets for the Month of March

ESUCC CEO Dr. Polk reviewed the attached Budget Summary March 2026 Updated document.

9.1.2. March Expenses to be Paid in April

9.1.3. Mileage for Board Members

Procedure and policy will be brought back to the board.

9.2. Education Resources

ESUCC 13 Administrator, Dr. Laura Barrett provided the update for the Education Resources Committee Meeting. ESUCC CEO Dr. Larianne Polk provided an update on the LETRS Facilitator Charter Agency. ESUCC CLO Andrew Easton provided an update on the 2027 May PO celebration event and provided an update on AI.

9.3. Legal Committee

Dr. Wheelock - Co-Chair, provided the update for the Legal Committee.

ESUCC CEO Dr. Polk reviewed the CEO Report to the Board - April 2026 document.

9.3.1. ESUCC Legislative Priorities

ESUCC CEO Dr. Larianne Polk reviewed the attached Session-End Report of ESUCC Legislative Positions 2026 document.

Curt Bromm and Payton Coulter from Bromm & Associates, were in attendance and providing legislative updates. Bromm & Associates wanted to recognize ESUCC CEO Dr. Polk for the time and effort she spent at the Capitol advocating for the cybersecurity bill.

9.4. Information Services Committee

Gregg Robke, ESU 4 Administrator, provided the update for the Information Services Committee meeting.

10. ESU Share Out and New Chief Administrator Topics

Dr. Heimann, ESU 1 Administrator, provided an update on staffing.

TeamMates READ Grant - Derek Gangwish sent an email out to the READ contacts. John Poppert, ESU 11 Administrator, will be bringing in the mentor/mentees in early August. Retiring individuals cannot be a TeamMates mentor within the 120 days after retirement.

Administrative Professional Day next week.

Dr. Laura Barrett, ESU 13 Administrator, noted the areas impacted by fires will not have to pay property tax for the year. This may be something the administrators want to pay attention to.

11. Adjournment

The board meeting adjourned at 11:14am.

Minutes respectfully submitted by Mindy Reed, ESUCC Executive Secretary to the CEO.

Educational Service Unit Administrators 2025-2026

ESU 1 - Dr. Bill Heimann
211 Tenth Street
Wakefield, NE 68784-5014
Cell: 402-525-1211
W: 402-287-2061
F: 402-287-2065
bheimann@esu1.org

ESU 2 - Mitch Hoffer
PO Box 649
2320 North Colorado
Fremont, NE 68026-0649
Cell: 308-548-8172
W: 402-721-7710
F: 402-721-7712
mhoffer@esu2.org

ESU 3 - Dr. Dan Schnoes
6949 South 110th St
Omaha, NE 68128-5722
Cell: 402-719-8181
W: 402-597-4802
F: 402-597-4898
dschnoes@esu3.org

ESU 4 - Gregg Robke
2301 Dahlke Avenue
Auburn, NE 68305-0310
Cell: 402-274-8813
W: 402-274-4354
F: 402-274-4356
grobke@esu4.net

ESU 5 - Dr. Brenda McNiff
900 West Court
Beatrice, NE 68310-3526
Cell: 402-806-2613
W: 402-223-5277
F: 402-223-5279
bmcniff@esu5.org

ESU 6 - Dr. Brian Maschmann
210 Fifth Street
Milford, NE 68405
Cell: 402-314-8329
W: 402-761-3341
F: 402-761-3279
Brian.maschmann@esu6.org

ESU 7 - Marci Ostmeyer
2657 44th Avenue
Columbus, NE 68601-8537
Cell: 402-366-1034
W: 402-564-5753
F: 402-563-1121
mostmeyer@esu7.org

ESU 8 - Corey Dahl
302 Main Street
PO Box 89
Neligh, NE 68756
Cell: 402-640-3577
W: 402-887-5041
F: 402-887-4604
corey.dahl@esu8ne.org

ESU 9 - Drew Harris
5807 Osborne Dr. W
Hastings, NE 68901
Cell: 402-768-8940
W: 402-463-5611
F: 402-463-9555
drew.harris@esu9.us

ESU 10 - Dr. Melissa Wheelock
76 Plaza Blvd.
PO Box 850
Kearney, NE 68848-0850
Cell: 308-830-3578
W: 308-237-5927
F: 308-237-5920
mwheelock@esu10.org

ESU 11 - John Poppert
412 West 14th Avenue
PO Box 858
Holdrege, NE 68949-0858
Cell: 402-366-0942
W: 308-995-6585
F: 308-995-6587
john.poppert@esu11.org

ESU 13 - Dr. Laura Barrett
4215 Avenue I
Scottsbluff, NE 69361-4902
Cell: 308-631-3933
W: 308-635-3696
F: 308-633-3752
LBarrett@esu13.org

ESU 15 - Phillip Picquet
344 Main
PO Box 398
Trenton, NE 69044-0398
Cell: 402-326-3432
W: 308-334-5160
F: 308-334-5581
ppicquet@esu15.org

ESU 16 - James McGown
314 West First Street
Ogallala, NE 69153
Cell: 308-250-0609
W: 308-284-7518
F: 308-284-8483
jmcgown@esusixteen.org

ESU 17 - Geraldine Erickson
207 North Main
Ainsworth, NE 69210
Cell: 402-822-0047
W: 402-387-1420
gerickson17@esu17.org

ESU 18 - Dr. Takako Olson
5905 O Street
Lincoln, NE 68510
Cell: 402-430-5909
W: 402-436-1000
F: 402-436-1682
tnagaya@lps.org

ESU 19 - Dr. Kanyon Chism
3215 Cuming Street
Omaha, NE 68131
Cell 402-917-3166
W: 531-299-7200
Kanyon.Chism@ops.org

ESUCC CEO - Dr. Larianne Polk
6949 South 110th Street
La Vista, NE 68128-5722
Cell: 402-720-4977
W: 402-597-4915
lpolk@esuucc.org



ESUCC
ESUCC Regular Board Meeting
Wednesday, March 18, 2026, 8:30 AM
ESU 10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

Omaha World-Herald
ESUCC webpage
NE Public Meetings

Posted Date: 3/10/2026

Attendance Taken at 8:31 AM.

Dr. Bill Heimann (ESU 01):	Present
Mitch Hoffer (ESU 02):	Present
Dr. Dan Schnoes (NE) (ESU 03):	Absent
Gregg Robke (ESU 04):	Present
Dr. Brenda McNiff (ESU 05):	Present
Dr. Brian Maschmann (ESU 06):	Present
Marci Ostmeyer (ESU 07):	Present
Corey Dahl (ESU 08):	Present
Drew Harris (ESU 09):	Present
Dr. Melissa Wheelock (ESU 10):	Present
John Poppert (ESU 11):	Present
Dr. Laura Barrett (ESU 13):	Absent
Phillip Picquet (ESU 15):	Present
James McGown (ESU 16):	Present
Geraldine Erickson (ESU 17):	Present
Dr. Takako Olson (ESU 18):	Present
Dr. Kanyon Chism (ESU 19):	Present

1. Call to Order

Meeting Notice: Pursuant to Section 84-1411 of the Nebraska Statutes, notice of this meeting was given by advertisement on the ESUCC website, NE Public Meeting site, and host site.

Open Meetings Law: Pursuant to Section 84-1412 of the Nebraska Statutes, the public is hereby informed that a current copy of the Nebraska Open Meetings Act is posted in this meeting room.

Closed Session: The ESUCC board may enter closed session during the meeting when it determines that doing so is appropriate and is authorized by the provisions of the Open Meetings Act.

The ESUCC Board Meeting was called to order at 8:31am.

1.1. Roll Call

ESU 3 Administrator, Dr. Dan Schnoes, will be absent.
ESU 13 Administrator, Dr. Laura Barrett, will be absent.

2. Welcome Visitors

Notice to visitors: To be heard at this meeting, the "Request to be Heard" form, must be completed and submitted to the Secretary to the Executive Director of ESUCC. The President of the Board of ESUCC will call upon visitors wishing to address the Board in the order they were submitted or by subject.

No additional visitors present.

3. Public Comment

To be heard at this meeting, the "Request to be Heard" form has been completed and submitted to the Secretary to the Executive Director of ESUCC. The President of the Board of ESUCC will now call upon visitors requesting to address the Board in the order they were submitted or by subject.

No public comments provided.

4. Consent Agenda Items

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time. If any Board member wishes to discuss an item, it must be removed from the consent agenda, at which time the remaining items will be acted upon.

Consent Agenda Items:

- Minutes from the previous meeting(s)
- Policy review with no recommended changes
- Other routine agenda items

Recommended Motion: Take all necessary action to approve the consent agenda as presented. Take all necessary action to approve the consent agenda as presented. Passed with a motion by McNiff, Brenda (ESU 05) and a second by Dahl, Corey (ESU 08).

Dr. Bill Heimann (ESU 01): Yea
Mitch Hoffer (ESU 02): Yea
Gregg Robke (ESU 04): Yea
Dr. Brenda McNiff (ESU 05): Yea
Dr. Brian Maschmann (ESU 06): Yea
Marci Ostmeyer (ESU 07): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Phillip Picquet (ESU 15): Yea
James McGown (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Dr. Takako Olson (ESU 18): Yea
Dr. Kanyon Chism (ESU 19): Yea
Yea: 15, Nay: 0

4.1. Approval of Minutes

This is a consent item.

4.2. Policy 3001. Master Services Agreement

This is a consent item.

4.3. Policy 3026. Bulletin Boards and Web Page

This is a consent item.

4.4. Policy 4007. Personnel Records

This is a consent item.

4.5. Policy 4008. Separation of Employment

This is a consent item.

4.6. Policy 4011. Reimbursements

This is a consent item.

4.7. Travel Expenses Exceeding Per Diem

- Andrew Easton, ESUCC CLO - Breakthrough Coach Training (Feb 10-13, 2026)
 - Lodging: Per Diem = \$441. Actual Cost = \$622.16
 - Meals: Per Diem = \$301. Actual Cost = \$156.76
 - Total Overage = \$36.92

- Becky Sosalla, NebPS Director - PowerSchool University (Feb 23-26, 2026)
 - Lodging: Per Diem = \$561. Actual Cost = \$1,626.80
 - Meals: Per Diem = \$280. Actual Cost = \$84.89

- Total Overage = \$870.69

- Ken Clay, NebPS Program Support - PowerSchool University (Feb 23-27, 2026)
 - Lodging: Per Diem = \$748. Actual Cost = \$2,033.50
 - Meals: Per Diem = \$360. Actual Cost = \$165.89
 - Total Overage = \$1,091.39

This is a consent item.

4.8. Cooperative Contracts

This is a consent item.

5. TeamMates READ Project Profile

ESUCC CEO Dr. Polk reviewed the attached ESUCC - TeamMates READ Project Profile document on behalf of Derek Gangwish from ESU 3.

6. Petitions and Communications to the Board

6.1. Learning Community Update

No one from the Learning Community was in attendance.

6.2. NCSA - Ambassador Program Updates

No one from NCSA was in attendance.

6.3. State Board of Education and Nebraska Department of Education Report

Dr. Shirley Vargas, Nebraska Department of Education (NDE) School Transformation Officer & Office Administrator, reviewed the linked NDE Updates 2025-26 document. There were questions regarding funding and the options for the decision to use DIBELS as the statewide screener.

6.4. Association of Education Service Agency (AESA) Report

ESUCC CEO Dr. Polk will be the Lead Reviewer of an external review team within the North Dakota Regional Education Associations (NDREA) Continuous Improvement Process.

ESUCC CEO Dr. Polk will be the Lead Reviewer of an external team within the North Dakota Regional Education Associations (NDREA) Continuous Improvement Process.

ESU 3 Administrator, Dr. Dan Schnoes, is in China with AESA.

7. Chief Executive Officer (CEO) Report

During this report, Chief Executive Officer Polk, will provide an update to the ESUCC Board.

- CEO Report to the Board - March 2026

ESUCC CEO Dr. Polk reviewed the linked CEO Report to the Board — March 2026 document.

8. Bold Step Committee Reports

8.1. Lead

Members:

Bill Heimann, ESU 1

Mitch Hoffer, ESU 2

Brenda McNiff, ESU 5 (Chair)

Drew Harris, ESU 9

Laura Barrett, ESU 13

James McGown, ESU 16

Kanyon Chism, ESU 19

No report.

8.2. Influence & Invest

Members:

Gregg Robke, ESU 4

Corey Dahl, ESU 8

Melissa Wheelock, ESU 10

John Poppert, ESU 11

Takako Olson, ESU 18

Kanyon Chism, ESU 19 (Chair)

No report.

8.3. Advocate

Members:

Brian Maschmann, ESU 6

Corey Dahl, ESU 8

Drew Harris, ESU 9 (Chair)

John Poppert, ESU 11

Phillip Picquet, ESU 15

James McGown, ESU 16

Geraldine Erickson, ESU 17

No report.

8.4. SMART

Members:

Mitch Hoffer, ESU 2

Dan Schnoes, ESU 3

Gregg Robke, ESU 4

Marci Ostmeyer, ESU 7

Melissa Wheelock, ESU 10

Phillip Picquet, ESU 15 (Chair)

Takako Olson, ESU 18

ESUCC CEO Dr. Polk provided an update on SMART. ESUCC CEO Dr. Polk, ESUCC CIO

Scott Isaacson, and Nathan McClenahan, ESU 10 have been providing SMART presentations to different interested states.

9. Committee Reports

9.1. Executive Committee Report

The Board President will provide an update from the committee meeting held on March 17,

2026.

Committee Members:

- Board President: Dr. Bill Heimann
- Board Past President: Dr. Brenda McNiff
- Board President-Elect: Dr. Melissa Wheelock
- Secretary: Dr. Laura Barrett
- Treasurer: Geraldine Erickson

ESUCC Board President, Dr. Heimann, reviewed the Mileage Reimbursement for ESUCC Board Meetings document. There was discussion around where in the ESUCC budget the money would come from and how the ESUs would be paid for the mileage expenses. There were mixed opinions on the matter. The mileage reimbursement discussion will continue to be discussed at the April Executive Committee Meeting.

9.1.1. Claims, Financial Statements, and Assets for the Month of February
Other financial reports are available upon request to the ESUCC CEO.

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve the claims, financial statements, and assets for the month of February.

ESUCC CEO Dr. Polk reviewed the attached Budget Summary Feb 2026 UPDATED document. Drew Harris, ESU 9 Administrator, suggested having the prior year's percentage spent noted on the Budget Summary document. CEO Polk will initiate this process in the 2026-2027 fiscal year. Discuss, consider, and take all necessary action to approve the claims, financial statements, and assets for the month of February Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Robke, Gregg (ESU 04).

Dr. Bill Heimann (ESU 01):	Yea
Mitch Hoffer (ESU 02):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea
Marci Ostmeyer (ESU 07):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Dr. Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea
Phillip Picquet (ESU 15):	Yea
James McGown (ESU 16):	Yea
Geraldine Erickson (ESU 17):	Yea
Dr. Takako Olson (ESU 18):	Yea
Dr. Kanyon Chism (ESU 19):	Yea

Yea: 15, Nay: 0

9.1.2. February expenses to be paid in March

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve the February expenses to be paid in March.

ESUCC CEO Dr. Polk reviewed the attached February Expenses Payable March 2026 document. Discuss, consider, and take all necessary action to approve the February expenses to be paid in March Passed with a motion by Robke, Gregg (ESU 04) and a second by Maschmann, Brian (ESU 06).

Dr. Bill Heimann (ESU 01):	Yea
Mitch Hoffer (ESU 02):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea
Marci Ostmeyer (ESU 07):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Dr. Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea
Phillip Picquet (ESU 15):	Yea
James McGown (ESU 16):	Yea
Geraldine Erickson (ESU 17):	Yea
Dr. Takako Olson (ESU 18):	Yea
Dr. Kanyon Chism (ESU 19):	Yea

Yea: 15, Nay: 0

9.1.3. Committee to Review Standards Update

The Committee to Review Standards will review the proposed standards changes.

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve the ESU Standards of Performance Practice effective for the 2026-2027 school year, as presented.

ESUCC Board President, Dr. Bill Heimann, reviewed the attached Standards of Performance Practice. The Level III Program information will be created as a supplemental document.

Discuss, consider, and take all necessary action to approve the ESU Standards of Performance Practice effective for the 2026-2027 school year, as presented Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Picquet, Phillip (ESU 15).

Dr. Bill Heimann (ESU 01):	Yea
Mitch Hoffer (ESU 02):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea

Marci Ostmeyer (ESU 07): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Phillip Picquet (ESU 15): Yea
James McGown (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Dr. Takako Olson (ESU 18): Yea
Dr. Kanyon Chism (ESU 19): Yea
Yea: 15, Nay: 0

9.1.4. ESUCC Staff Compensation Proposal for 2026-2027

The ESUCC Board President and the Negotiations Committee will review the 2026-2027 ESUCC Staff Compensation proposal.

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve the 2026-2027 Staff Compensation total package increase, as presented. ESUCC Board President, Dr. Bill Heimann, reviewed the attached ESUCC Staff Compensation Proposal 2026-2027 document. The Executive Committee met to discuss negotiations prior to the Executive Committee meeting.

Discuss, consider, and take all necessary action to approve the 2026-2027 Staff Compensation total package increase, as presented Passed with a motion by Harris, Drew (ESU 09) and a second by Ostmeyer, Marci (ESU 07).

Dr. Bill Heimann (ESU 01): Yea
Mitch Hoffer (ESU 02): Yea
Gregg Robke (ESU 04): Yea
Dr. Brenda McNiff (ESU 05): Yea
Dr. Brian Maschmann (ESU 06): Yea
Marci Ostmeyer (ESU 07): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Phillip Picquet (ESU 15): Yea
James McGown (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Dr. Takako Olson (ESU 18): Yea
Dr. Kanyon Chism (ESU 19): Yea
Yea: 15, Nay: 0

9.1.5. ESUCC CEO Compensation Proposal for 2026-2027
ESUCC CEO compensation proposal.

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve the 2026-2027 CEO Compensation total package increase, as presented.

ESUCC Board President, Dr. Bill Heimann, reviewed the attached ESUCC CEO Compensation Proposal 2026-2027 document.

Discuss, consider, and take all necessary action to approve the 2026-2027 CEO Compensation total package increase, as presented Passed with a motion by Dahl, Corey (ESU 08) and a second by McGown, James (ESU 16).

Dr. Bill Heimann (ESU 01):	Yea
Mitch Hoffer (ESU 02):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea
Marci Ostmeyer (ESU 07):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Dr. Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea
Phillip Picquet (ESU 15):	Yea
James McGown (ESU 16):	Yea
Geraldine Erickson (ESU 17):	Yea
Dr. Takako Olson (ESU 18):	Yea
Dr. Kanyon Chism (ESU 19):	Yea

Yea: 15, Nay: 0

9.1.6. ESUCC Job Descriptions

ESUCC CEO Dr. Polk will review the attached job descriptions with the board for their approval.

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve the job descriptions as presented.

There were some positions which did not have a job description previously. All ESUCC staff now have job descriptions, and they will be reviewed annually when contracts are sent out.

Discuss, consider, and take all necessary action to approve the job descriptions as presented Passed with a motion by Heimann, Bill (ESU 01) and a second by Hoffer, Mitch (ESU 02).

Dr. Bill Heimann (ESU 01):	Yea
Mitch Hoffer (ESU 02):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea

Marci Ostmeyer (ESU 07): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Phillip Picquet (ESU 15): Yea
James McGown (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Dr. Takako Olson (ESU 18): Yea
Dr. Kanyon Chism (ESU 19): Yea
Yea: 15, Nay: 0

9.2. Education Resources

The Committee Chairperson(s) will provide an update from the committee meeting held on March 17, 2026.

Committee Members:

- Co-Chair: Dr. Brenda McNiff
- Co-Chair: Dr. Laura Barrett
- Marci Ostmeyer
- Geraldine Erickson
- Dr. Kanyon Chism

Education Resources Co-Chair Dr. McNiff provided the update for the Education Committee Meeting. ESUCC CIO Scott Isaacson summarized the attached SRS Modernization and AI Roadmap document. ESUCC CLO Andrew Easton reviewed the attached Teaching & Learning ESUCC Ed Resources Committee Report-3.12.2026 document.

The subject of the DIBELS screener was brought up and discussed.

9.3. Legal Committee

The Committee Chairperson(s) will provide an update from the committee meeting held on March 17, 2026.

During this time, or around 11am CST, Bromms will be invited to speak to the board.

Committee Members:

- Co-Chair: Dr. Melissa Wheelock
- Co-Chair: Phillip Picquet
- Dr. Bill Heimann
- Dr. Dan Schnoes
- Drew Harris

- John Poppert
- Dr. Takako Olson

Legal Committee Co-Chair Dr. Melissa Wheelock, provided the update for the Legal Committee Meeting. ESUCC Cooperative Director, Craig Peterson, reviewed the attached 2026-03 Coop Peterson Report document. ESUCC CEO Dr. Polk reviewed the attached CEO Report to the Board - March 2026 document.

Jason Bromm, Curt Bromm, and Payton Coulter from Bromm and Associates attended to provide a legislative update.

9.3.1. ESUCC Legislative Priorities

Discuss any relevant legislative bills or concepts and provide direction for CEO Polk.

9.3.2. Bromm & Associates Lobby Retainer Agreement

Bromm & Associates provided the Lobby Retainer Agreement for ESUCC to retain Bromm & Associates as a Lobbyist to represent ESUCC before the Nebraska Legislature during the 2026 remaining session, and the 2027 and 2028 Legislative Session through March 1, 2028.

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve the Bromm & Associates Lobby Retainer Agreement, as presented.

Discuss, consider, and take all necessary action to approve the Bromm & Associates Lobby Retainer Agreement, as presented Passed with a motion by Dahl, Corey (ESU 08) and a second by Poppert, John (ESU 11).

Dr. Bill Heimann (ESU 01):	Yea
Mitch Hoffer (ESU 02):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea
Marci Ostmeyer (ESU 07):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Dr. Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea
Phillip Picquet (ESU 15):	Yea
James McGown (ESU 16):	Yea
Geraldine Erickson (ESU 17):	Yea
Dr. Takako Olson (ESU 18):	Yea
Dr. Kanyon Chism (ESU 19):	Yea

Yea: 15, Nay: 0

9.3.3. Master Service Agreement with ESUCC

ESUCC CEO Dr. Polk will review the attached Master Service Agreement (MSA) with the

committee for a recommendation to get approval at the full board meeting.

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve the Master Service Agreement as presented.

ESUCC CEO Dr. Larianne Polk reviewed the attached 2026-2027 ESUCC Master Service Agreement document.

Discuss, consider, and take all necessary action to approve the Master Service Agreement as presented Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Robke, Gregg (ESU 04).

Dr. Bill Heimann (ESU 01):	Yea
Mitch Hoffer (ESU 02):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea
Marci Ostmeyer (ESU 07):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Dr. Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea
Phillip Picquet (ESU 15):	Yea
James McGown (ESU 16):	Yea
Geraldine Erickson (ESU 17):	Yea
Dr. Takako Olson (ESU 18):	Yea
Dr. Kanyon Chism (ESU 19):	Yea

Yea: 15, Nay: 0

9.4. Information Services Committee

The Committee Chairperson(s) will provide an update from the committee meeting held on March 17, 2026.

Committee Members:

- Co-Chair: Gregg Robke
- Co-Chair: James McGown
- Mitch Hoffer
- Dr. Brian Maschmann
- Corey Dahl

Information Services Committee Co-Chair Gregg Robke, provided the update for the Information Services Committee Meeting. ESUCC CEO Dr. Polk reviewed the attached Cybersecurity LB599 flyer.

10. ESU Share Out and New Chief Administrator Topics

11. Adjournment

The ESUCC Board Meeting adjourned at 12:38pm.

Minutes respectfully submitted by Executive Secretary to the CEO, Mindy Reed.

3015. Disposal of Property

The Chief Executive Officer or designee is authorized and directed to dispose of books, furniture, equipment, real estate and other property which is no longer of use to the ESUCC. Items which are of little or no value may be discarded or recycled, as appropriate. Items which are discarded remain the property of the ESU until no longer within its control. As such, employees are not permitted to retrieve discarded items from the trash for personal use without express permission of the Chief Executive Officer or designee, and proper payment where determined appropriate.

Items to be disposed of which have more than minimal value may be sold by private sale, auction, trade-in, or by taking bids and selling to the highest or most responsible bidder. The Board shall approve the sale of any items or related grouping of items which have a value in excess of \$5,000.

The following procedures shall be followed for an auction or when taking bids:

1. The intention to sell shall be publicized on the ESUCC's website and via any other means calculated to notify potential bidders.
2. Real estate will be sold to the highest bidder, except that a minimum acceptable price may be established prior to bidding.
3. Items shall in general be sold to the highest offer or highest bidder. However, where the item or related grouping of items which has a value less than \$5,000, preference may be given to, and a lower offer accepted from, buyers within the following order of priority: an ESU, a school district in Nebraska, another political subdivision within the State of Nebraska, and a charitable organization active within the State of Nebraska.

Items which are offered for sale in an approved manner which are not sold after a reasonable period of time may be considered to have no value and may be disposed of as determined by the Chief Executive Officer or designee and reported to the Board.

Legal Reference:	Neb. Rev. Stat. § 79-10,114
Date of Adoption:	January 14, 2025
Date(s) of Review:	April 17, 2026

4002. Employee Classifications

The ESUCC classifies their staff contracted from ESU 17 into three general categories:

1. Certificated employees are employees performing duties requiring a certificate issued or license accepted by the Commissioner of Education. Certificated employees must maintain all licensure or certification required by the position as a condition of continued employment. The certificated employee must immediately report the loss or suspension of licensure or certification to their immediate supervisor and the appropriate staff member in Human Resources.
2. Professional employees who are exempt under the Fair Labor Standards Act but do not hold a certificate or license accepted by the Commissioner of Education.
3. Classified employees are employees with regular work assignments whose job classifications do not require a certificate issued by the Commissioner of Education. Classified employees are at-will employees, unless otherwise designated.

Legal Reference:	Neb. Rev. Stat. § 79-1247
Date of Adoption:	April 14, 2025
Date(s) of Review:	April 17, 2026

4003. Job Descriptions

Job descriptions for the various employment positions are developed and maintained by the Chief Executive Officer and ESU No. 17.

Job descriptions may be updated as determined by the Chief Executive Officer and ESU 17 Administrator. Each employee must follow the applicable job description and the directives of their supervisor.

Legal Reference:	Neb. Rev. Stat. § 79-1247
Date of Adoption:	April 14, 2025
Date(s) of Review:	April 17, 2026

4004. Selection and Assignment of Employees

The process for the selection and assignment of staff shall be identified in the Interlocal Agreement approved by ESU 17 and the ESUCC Board.

No employee or representative of the ESUCC, other than the ESUCC CEO, has the power or authority to offer a staff member an employment contract for a specified period of time, to modify the nature of the staff member's relationship with ESUCC or ESU 17, or to make any agreements that are contrary to the policies of ESUCC or ESU 17.

There shall be no discrimination against any employee or applicant for employment by reason of race, color, national origin, religion, marital status, sex, age, disability, or any other protected status.

Legal Reference:	Neb. Rev. Stat. § 79-1247
Date of Adoption:	April 14, 2025
Date(s) of Review:	April 17, 2026

4009. Compensation

Compensation of ESUCC employees may be established by the Chief Executive Officer, except the ESUCC Board will establish the Chief Executive Officer's compensation.

The length of the typical workday shall be eight hours, or as otherwise assigned. The regular workweek will run from 12:00 AM Sunday through 11:59 PM Saturday.

ESUCC staff members who are "non-exempt" under the Fair Labor Standards Act and who work more than 40 hours in a workweek will be paid at the rate of time-and-one-half (1½) times their regular rate of pay for all overtime hours, or will be provided compensatory time at the rate of one and one-half (1 ½) hours of for each hour of overtime the staff member worked. All overtime must be approved in advance by the Chief Executive Officer. Any compensatory time must be used in the same pay period in which it was received. Scheduled holidays, vacation days, time off for jury duty, and time off for sickness, emergencies or other personal reasons will not be considered hours worked for overtime purposes.

Upon termination of employment, an employee shall be paid for unused compensatory time at a rate of compensation.

Legal Reference:	Neb. Rev. Stat. § 79-1247
Date of Adoption:	April 14, 2025
Date(s) of Review:	April 17, 2026

4012. Employee Benefits Compensation

The costs of the various employee benefits will be borne by the ESUCC as determined and approved by the ESUCC Board. The ESUCC may contract with ESU No. 17 for other benefits provided to ESU No. 17 staff members assigned to ESUCC projects.

Legal Reference:	Neb. Rev. Stat. § 79-1247
Date of Adoption:	April 14, 2025
Date(s) of Review:	April 17, 2026



2026-2029 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Pickup Lines Striping ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 1968 with the purpose of providing the Educational Service Unit (ESU) member school districts ("Members") of Nebraska an opportunity to secure the maximum procurement value through cooperative synergies. The Educational Service Unit Coordinating Council (ESUCC) Advisory group serves as the steering committee for new and future cooperative buys statewide under its direction. A chief executive officer coordinates the statewide purchasing agreement between educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 students.

In consideration of mutual covenants, the parties agree as follows:

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC on a calendar quarter basis beginning from the Effective Date of this Agreement for all transactions completed and paid during said quarter.

4. **Term.** This Agreement is effective as of the date of the last signature affixed hereto ("Effective Date") and shall continue until 12:00 midnight (CST) on the date that is three (3) years following the Effective Date, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.
5. **Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.
6. **Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.
7. **Student Privacy Protections.**
 - A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.
 - C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
 - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.

- E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.
- F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified.”
- G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).
- H. **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.
- L. **Data Transfer or Destruction.** Contractor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose, at the request of the Member.
- M. **Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- N. **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and

use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

P. **Response to Legal Orders, Demands or Requests for Data.** Except as otherwise expressly prohibited by law, Contractor will:

- (1) Promptly notify the Cooperative and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;
- (2) Consult with the Cooperative and Members regarding its response;
- (3) Cooperate with the Cooperative's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and
- (4) Upon the Cooperative's or a Member's request, provide them with a copy of its response.

Q. **Artificial Intelligence.** For vendors providing, using, or incorporating Artificial Intelligence-powered educational tools or services, additional data privacy terms shall apply as set forth in Exhibit "E."

8. Termination.

A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.

C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:

- (1) Insolvent;
- (2) Makes a general assignment for the benefit of creditors;
- (3) Files a voluntary petition of bankruptcy;
- (4) Suffers or permits the appointment of a receiver for its business or assets;
- (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
- (6) Has wound up or liquidated, voluntarily or otherwise.

E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.

G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

9. Indemnification.

A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative, ESUCC, and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

C. If any judgment shall be rendered against the Cooperative, ESUCC, or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

10. Tariffs. In the event of significant delay or price increase of materials or goods occurring during the performance of the contract due to a tariff (or other similar government-mandated price adjustment) that goes into effect after the execution of this contract, the contract price/sum, time of performance, or contract requirements may, by mutual agreement, be equitably adjusted by written amendment of the contract. A change in price of an item of material or good will be considered significant when the price of an item increases 5 percent between the date of execution of the contract as a direct result of a tariff or other government-mandate. The price amendment must be effective only as long as the tariff is in effect. The intent of the adjustment is to hold the vendor harmless from the impact of the tariff, but the price adjustment is in no way intended to provide or guarantee the same percentage of profit to the benefit of the vendor. The vendor must provide documentation that is satisfactory to ESUCC to support any claim under this section. In addition, ESUCC will have the right to request a cost analysis vs. price analysis for each change in tariff adjustment request. In the event that the parties are unable to reach an agreement regarding a contract amendment under this section, either party has the option to terminate the contract during the term of the contract, bid award and/or re-award the item to the next low bid.

11. Insurance. Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person and \$1,500,000 per occurrence; and

B. If applicable, workers compensation coverage meeting all statutory requirements.

The Contractor shall furnish a certificate of insurance to the undersigned Cooperative representative prior to commencement of this Agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling the Cooperative to terminate this Agreement immediately.

12. Public Records. The Contractor acknowledges that the Cooperative, ESUCC, ESUs, and Members must comply with Neb. Rev. Stat. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

13. Publicity. The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.

- 14. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Cooperative, ESUCC, ESU, or Member property or at Cooperative, ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESUCC, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.
- 15. Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 16. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 17. Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 18. Taxpayer Identification.** Contractor's federal employer identification number is:
41-4549884
- 19. Sales Tax.** The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
- 20. Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return

receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

Cooperative: ESUCC
Attn: Larianne Polk
6949 South 110th Street
LaVista, NE 68128

With copy to:

ESUCC Cooperative Purchasing
Attn: Craig Peterson
PO Box 858
412 W. 14th Ave
Holdrege, NE 68949

Contractor: Pickup Lines Striping
Karter Otte
1420 Idylwild Dr Lincoln NE 68503
pickuplinesstriping@gmail.com
402.336.6752

Notice is effective only if the party giving the Notice has complied with this section.

- 21. Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, ESUCC, or the Cooperative upon request.
- 22. Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- 23. Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
- 24. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in

that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

- 25. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
- 26. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
- 27. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.
- 28. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.
- 29. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 30. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- 31. Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this

Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

- 32. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.
- 33. Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
- 34. Piggyback Clause.** For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions as provided in this Agreement. The term "public agencies" means any county, city, village, school district, or agency of any state government or of the United States; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of another state.
- 35. Scrutinized Company.** Pursuant to federal and state law, the Company hereby certifies that: (1) the Company is not a "scrutinized company" (as defined by state and federal law); (2) the Company will not subcontract with any "scrutinized company" for any aspect of the performance of this Agreement; and (3) that any products or services to be provided under this Agreement do not originate with any "scrutinized company."
- 36. Attachments.** Attachments to this Agreement include the following:
- Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members
 - Exhibit B – Payment Terms & Schedule
 - Exhibit C – Summary of Project Deliverables
 - Exhibit D - Vendor Software License Agreement
 - Exhibit E - AI-Powered Educational Tools Privacy Addendum

IN WITNESS WHEREOF the parties have executed this Agreement on the last date written below.

CONTRACTOR

COOPERATIVE

By: _____
Name: _____ Karter Otte _____
Title: Founder/Owner
Date: _____

By: _____
Name: Larianne Polk _____
Title: Chief Executive Officer
Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

Pickup Lines Striping provides professional parking lot marking and pavement striping services for educational facilities throughout Nebraska. Services include new layout striping, re-striping of existing parking lots, ADA/handicap stall painting and compliance markings, fire lane designation, directional arrows, stop bars, crosswalks, curb painting, word and number stenciling, and parking lot hatching. All work is performed using Sherwin-Williams oil-based traffic paint for maximum durability and visibility. Pickup Lines Striping serves as a single-source contractor for all exterior pavement marking needs, including initial layout design and routine restriping maintenance, with the goal of improving safety and ADA compliance across school district parking facilities.

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

All pricing below is inclusive of the 2% ESUCC administrative fee.

Service	Unit	Price
Re-stripe (existing stalls)	Per linear foot	\$0.82
New layout striping	Per linear foot	\$1.43
Fire lane striping	Per linear foot	\$0.53
ADA stall marking (symbol + border)	Per stall	\$76.53
ADA full repaint (blue background + box)	Per stall	\$153.06
Directional arrow	Each	\$51.02
ONE WAY stencil	Each	\$86.73
Stop bar	Each	\$61.22
Word stencil	Each	\$76.53
Number stencil	Each	\$10.00
Hatching (standard)	Each	\$61.22
Hatching (large)	Each	\$81.63
Crosswalk	Each	\$127.55
Curb painting	Per linear foot	\$3.57
Travel	Per mile (round trip)	\$0.75

Note: 1 standard parking stall = 18 linear feet. Travel billed at Nebraska state mileage rate. Lot must be clear of vehicles during striping. Pricing includes all materials and labor.

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within thirty (30) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

3. Acceptance of Services or Products:

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, RFQ, the time specified in a purchase order issued by the Cooperative, ESUCC, ESU, or Member, or this Agreement (whichever is later).
- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").
- C. Members shall have sixty (60) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

4. Title and Risk of Loss:

- A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the Member, ESU, ESUCC, Cooperative.
- B. Insurance during shipment and until the goods are accepted by the Cooperative, ESUCC, ESU, or Member is the responsibility of the Contractor.

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

1. Order Delivery Method Options

1. Members will submit orders direct to Vendor
2. ESUCC Marketplace is the preferred method for order placement

2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes
- b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders Yes
- c. If "Yes", Order receipt method: Email: pickuplinesstriping@gmail.com
cXML: pickuplinesstriping@gmail.com
 - i. If "Email" address to deliver orders to:
pickuplinesstriping@gmail.com
- d. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: Karter Otte
- b. Title: Founder/Owner
- c. Phone: 402.336.6752
- d. Email: pickuplinesstriping@gmail.com

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
- b. Vendor contact information for sales report questions:
Contact (First, Last name): Karter Otte
Contact email address: pickuplinesstriping@gmail.com
- c. Sales report must include the following
 - Member Name
 - Member City
 - List Price
 - Member Cost
 - Member Savings
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC
6949 South 110th Street
LaVista, NE 68128

6. Product Information URL: www.pickuplinesstriping.com

ADDENDUM TO 2024-2027 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND SECURLY INC.

THIS ADDENDUM is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **Securly Inc.** ("Contractor") to the 2024-2027 Special Buy Agreement signed by the Cooperative on May 15, 2024, and by the Contractor on May 15, 2024. The Addendum is as follows:

The Terms and Conditions of the Agreement are amended as follows:

1. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 2 of this Addendum.
2. **Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a Member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.
3. **Scrutinized Company.** Pursuant to federal and state law, the Company hereby certifies that: (1) the Company is not a "scrutinized company" (as defined by state and federal law); (2) the Company will not subcontract with any "scrutinized company" for any aspect of the performance of this Agreement; and (3) that any products or services to be provided under this Agreement do not originate with any "scrutinized company."

Exhibit "A" is amended to add the following goods or services:

ESUCC-SECURLY-1YR-FLEX
ESUCC-SECURLY-3YR-FLEX
ESUCC-SECURLY-FLEX-IMPLEMENTATION-STANDARD
ESUCC-SECURLY-1YR-PASS
ESUCC-SECURLY-3YR-PASS

Exhibit "B" is amended to add the following pricing information:

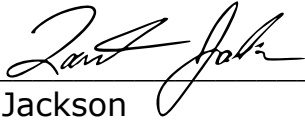
ESUCC-SECURLY-1YR-FLEX - \$3.24
ESUCC-SECURLY-3YR-FLEX - \$8.74
ESUCC-SECURLY-FLEX-IMPLEMENTATION-STANDARD - \$400
ESUCC-SECURLY-1YR-PASS - \$2.21
ESUCC-SECURLY-3YR-PASS - \$5.98

Exhibit "C" Summary of Project Deliverables

All other terms and conditions of the 2024-2027 Special Buy Agreement shall remain in full force and effect.

CONTRACTOR

COOPERATIVE



Lamont Jackson
Manager, Revenue Operations

Larianne Polk
Chief Executive Officer

Date Executed 4/8/2026

Date Executed _____

RESOLUTION

WHEREAS, on April 17, 2026, at a duly convened and scheduled meeting of the Educational Service Unit Coordinating Council, also known as the ESUCC, it was recommended and deemed advisable that the Council enter into the Interlocal Agreements with:

- Board of Trustees of the Nebraska State Colleges
- City of Lincoln
- Clarkson College
- College of Saint Mary
- Creighton University
- Doane University
- Metropolitan Community College
- Nebraska Department of Education
- Nebraska Indian Community College
- Nebraska Wesleyan University
- Northeast Community College
- Omaha Public Library
- Southeast Community College
- Union College dba Union Adventist University

to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

AND WHEREAS, consideration of the matter was a duly advertised agenda item for the said meeting of the ESUCC;

AND WHEREAS, an opportunity was afforded any interested party to comment on the matter; and the ESUCC being apprised of the various aspects of the issue;

AND WHEREAS, the Board has determined that entering into the Interlocal Agreement is in the best interests of the ESUCC and its members and is appropriate to provide for the efficient and effective operation of the ESUCC;

NOW BE IT THEREFORE RESOLVED that the ESUCC's Executive Director be authorized on behalf of the ESUCC, pursuant to this Resolution, to affix his signature to the aforementioned Interlocal Agreements and to do all things necessary to comply with said Agreements.

It was so moved by _____ and seconded by _____ this 17th day of April, 2026.

Roll call vote as follows:

	Name	<u>Yes</u>	<u>No</u>
ESU 1:	_____	_____	_____
ESU 2:	_____	_____	_____
ESU 3:	_____	_____	_____
ESU 4:	_____	_____	_____
ESU 5:	_____	_____	_____
ESU 6:	_____	_____	_____
ESU 7:	_____	_____	_____
ESU 8:	_____	_____	_____
ESU 9:	_____	_____	_____
ESU 10:	_____	_____	_____
ESU 11:	_____	_____	_____
ESU 13:	_____	_____	_____
ESU 15:	_____	_____	_____
ESU 16:	_____	_____	_____
ESU 17:	_____	_____	_____
ESU 18:	_____	_____	_____
ESU 19:	_____	_____	_____

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Board of Trustees of the Nebraska State Colleges, commonly known as Chadron State College, Peru State College and Wayne State College. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Chadron State College, Peru State College and Wayne State College desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership,

awarded contracts, and commodity categories; and provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Chadron State College, Peru State College and Wayne State College commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier,

or service provider. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a

party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC

Attn: Executive Director
6949 South 110th Street
LaVista, NE 68128

Board of Trustees of the Nebraska State Colleges:
Attn: Board Chair
1233 Lincoln Mall, Suite 100
Lincoln, NE 68508

Notice is effective only if the party giving the Notice has complied with this section.

17. Amendments and Modifications. The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

19. Counterparts. The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. Assignment. The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____

Larianne Polk
Chief Executive Officer

Signature: _____ Date: _____

Printed Name: _____

Title: _____

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and City of Lincoln, commonly known as City of Lincoln. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and City of Lincoln desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, City of Lincoln commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or

service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in

the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC
Attn: Executive Director

6949 South 110th Street
LaVista, NE 68128

City of Lincoln: City of Lincoln
Attn: [REDACTED]
949 W Bond ST, Suite 100B
Lincoln, NE 68521-3628

Notice is effective only if the party giving the Notice has complied with this section.

17. **Amendments and Modifications.** The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

19. **Counterparts.** The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. **Assignment.** The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. **Entire Agreement.** The Agreement is the complete and

exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____

Larriane Polk
Chief Executive Officer

Signature: _____ Date: _____

Printed Name: _____

Title: _____

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Clarkson College, commonly known as Clarkson College. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Clarkson College desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Clarkson College commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or

service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in

the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC
Attn: Executive Director

6949 South 110th Street
LaVista, NE 68128

Clarkson College: Clarkson College
Attn: [REDACTED]
101 S 42nd St
Omaha, NE 68131

Notice is effective only if the party giving the Notice has complied with this section.

17. **Amendments and Modifications.** The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

19. **Counterparts.** The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. **Assignment.** The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. **Entire Agreement.** The Agreement is the complete and

exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____

Larriane Polk
Chief Executive Officer

Signature: _____ Date: _____

Printed Name: _____

Title: _____

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and College of Saint Mary, commonly known as College of Saint Mary. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and College of Saint Mary desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, College of Saint Mary commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or

service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in

the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC
Attn: Executive Director

6949 South 110th Street
LaVista, NE 68128

College of Saint Mary: College of Saint Mary
Attn: [REDACTED]
7000 Mercy Road
Omaha, NE 68106

Notice is effective only if the party giving the Notice has complied with this section.

17. **Amendments and Modifications.** The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

19. **Counterparts.** The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. **Assignment.** The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. **Entire Agreement.** The Agreement is the complete and

exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____

Larriane Polk
Chief Executive Officer

Signature: _____ Date: _____

Printed Name: _____

Title: _____

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Creighton University, commonly known as Creighton University. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Creighton University desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Creighton University commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or

service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in

the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC
Attn: Executive Director

6949 South 110th Street
LaVista, NE 68128

Creighton University: Creighton University
Attn: [REDACTED]
2500 California Plaza
Omaha, NE 68178

Notice is effective only if the party giving the Notice has complied with this section.

17. **Amendments and Modifications.** The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

19. **Counterparts.** The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. **Assignment.** The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. **Entire Agreement.** The Agreement is the complete and

exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____

Larriane Polk
Chief Executive Officer

Signature: _____ Date: _____

Printed Name: _____

Title: _____

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Doane University, commonly known as Doane University. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Doane University desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Doane University commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or

service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in

the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC
Attn: Executive Director

6949 South 110th Street
LaVista, NE 68128

Doane University: Doane University
Attn: [REDACTED]
1014 Boswell Avenue
Crete, NE 68333

Notice is effective only if the party giving the Notice has complied with this section.

17. **Amendments and Modifications.** The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

19. **Counterparts.** The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. **Assignment.** The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. **Entire Agreement.** The Agreement is the complete and

exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____

Larriane Polk
Chief Executive Officer

Signature: _____ Date: _____

Printed Name: _____

Title: _____

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Metropolitan Community College, commonly known as Metro Community College. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Metropolitan Community College desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership,

awarded contracts, and commodity categories; and provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Metropolitan Community College commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder,

contractor, vendor, supplier, or service provider. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska.

If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC
Attn: Executive Director
6949 South 110th Street
LaVista, NE 68128

Metro Community College: Metropolitan Community College
Attn: [REDACTED]
5300 North 30th Street
Omaha, NE 68111

Notice is effective only if the party giving the Notice has complied with this section.

17. **Amendments and Modifications.** The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

19. **Counterparts.** The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. **Assignment.** The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____

Larianne Polk
Chief Executive Officer

Signature: _____ Date: _____

Printed Name: _____

Title: _____

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Nebraska Department of Education, commonly known as NDE. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Nebraska Department of Education desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Nebraska Department of Education commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties

shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection

with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC

Attn: Executive Director
6949 South 110th Street
LaVista, NE 68128

NDE: Nebraska Department of Education
Attn:
500 S 84th Street
Lincoln, NE 68509

Notice is effective only if the party giving the Notice has complied with this section.

17. **Amendments and Modifications.** The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

19. **Counterparts.** The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. **Assignment.** The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____

Larianne Polk
Chief Executive Officer

Signature: _____ Date: _____

Printed Name: _____

Title: _____

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Nebraska Indian Community College, commonly known as NICC. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Nebraska Indian Community College desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Nebraska Indian Community College commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties

shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection

with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC

Attn: Executive Director
6949 South 110th Street
LaVista, NE 68128

NICC: Nebraska Indian Community College
Attn: [REDACTED]
1111 Hwy 75
Macy, NE 68039

Notice is effective only if the party giving the Notice has complied with this section.

17. **Amendments and Modifications.** The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

19. **Counterparts.** The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. **Assignment.** The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____

Larianne Polk
Chief Executive Officer

Signature: _____ Date: _____

Printed Name: _____

Title: _____

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Nebraska Wesleyan University, commonly known as NWU. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Nebraska Wesleyan University desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Nebraska Wesleyan University commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties

shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection

with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC

Attn: Executive Director
6949 South 110th Street
LaVista, NE 68128

NWU: Nebraska Wesleyan University
Attn: [REDACTED]
5000 St Paul Avenue
Lincoln, NE 68504

Notice is effective only if the party giving the Notice has complied with this section.

17. **Amendments and Modifications.** The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

19. **Counterparts.** The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. **Assignment.** The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____

Larianne Polk
Chief Executive Officer

Signature: _____ Date: _____

Printed Name: _____

Title: _____

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Northeast Community College, commonly known as NECC. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Northeast Community College desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Northeast Community College commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties

shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection

with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC

Attn: Executive Director
6949 South 110th Street
LaVista, NE 68128

NECC: Northeast Community College
Attn:
801 East Benjamin Ave
Norfolk, NE 68701

Notice is effective only if the party giving the Notice has complied with this section.

17. **Amendments and Modifications.** The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

19. **Counterparts.** The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. **Assignment.** The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____

Larianne Polk
Chief Executive Officer

Signature: _____ Date: _____

Printed Name: _____

Title: _____

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Omaha Public Library, commonly known as Omaha Public Library. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Omaha Public Library desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Omaha Public Library commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or

service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in

the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC
Attn: Executive Director

6949 South 110th Street
LaVista, NE 68128

Omaha Public Library: Omaha Public Library
Attn:
7205 Dodge Street
Omaha, NE 68114

Notice is effective only if the party giving the Notice has complied with this section.

17. **Amendments and Modifications.** The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

19. **Counterparts.** The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. **Assignment.** The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and

exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____

Larriane Polk
Chief Executive Officer

Signature: _____ Date: _____

Printed Name: _____

Title: _____

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Southeast Community College, commonly known as SCC. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Southeast Community College desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Southeast Community College commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties

shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection

with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC

21. Entire Agreement. The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____

Larianne Polk
Chief Executive Officer

Signature: _____ Date: _____

Printed Name: _____

Title: _____

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Union Adventist University, commonly known as Union College. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Union Adventist University desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Union Adventist University commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties

shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection

with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC

Attn: Executive Director
6949 South 110th Street
LaVista, NE 68128

Union College: Union Adventist University
Attn: [REDACTED]
3800 S. 48th Street
Lincoln, NE 68506

Notice is effective only if the party giving the Notice has complied with this section.

17. **Amendments and Modifications.** The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

19. **Counterparts.** The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. **Assignment.** The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____

Larianne Polk
Chief Executive Officer

Signature: _____ Date: _____

Printed Name: _____

Title: _____

PROJECT PROFILE CALENDAR - 2026

ESUCC Board Meeting: Position Profile
Agenda Item

GROUP	MONTH
Cybersecurity	January
DL	February
TeamMates READ	March
Cybersecurity	April
Coop	May
No Meeting	June
Budget Meeting - No Profile	July
No Meeting	August
Non-Public Textbook Loan	September
CANVAS	October
PDO	November
No Meeting	December

If you cannot attend to present your Position Profile to the Board, please notify Dr. Larianne Polk as soon as you are aware.

PROJECT PROFILES

ESUCC Board Meeting: Position Profile
Agenda Item

PROJECT ROTATION

Cybersecurity

PowerSchool

SRS and Project Para

Non-Public Textbook Loan

Coop

DL

BITS

CANVAS

PDO



K-12 Education Cybersecurity Act

Implementation Considerations

Working assumption: Year one is primarily process-building and assessment work. Readiness assessments occur in year one. Year two focuses on acting on results, shaping grant structure, and scaling supports.

Useful Framing for Years 1 and 2+

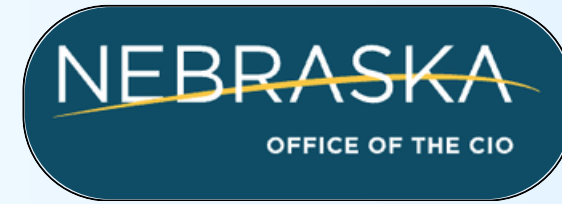
- The first year is not about building a large new system overnight; it is about creating the structure, completing readiness work, and setting up informed next steps.
- The second year is where assessment results begin to drive grant structure, funding decisions, and more targeted implementation support.

Year One: Initial Implementation Needs

- Conduct statewide cybersecurity readiness assessments for schools and educational service units.
- Establish the stakeholder engagement process, including public schools, nonpublic schools, ESUs, the Office of the Chief Information Officer, NDE, and other relevant partners.
- Develop the model cybersecurity policy and cybersecurity framework required under the act.
- Create a process for interpreting assessment results and translating those results into practical action steps.
- Define regional collaboration approaches, including possible consortium structures and shared service models.
- Identify ESU capacity needs, including staffing, training, technical assistance, and communications support.
- Outline initial implementation timelines, roles, and decision points among ESUCC, NDE, OCIO, ESUs, and schools.
- Begin organizing training and knowledge-sharing opportunities tied to readiness, framework expectations, and best practices.
- Develop preliminary grant criteria, funding allowability, and a tier-based methodology for how funds may be distributed or accessed.
- Establish baseline metrics for measuring progress, informing statewide planning, and supporting transparency and future reporting.

Year Two: Next Steps After the First Year

- Act on readiness assessment results and use them to identify priority needs by tier, risk level, and capacity.
- Finalize and apply grant criteria, funding allowability, and tier-based funding or access levels based on readiness results, risk, need, and available appropriations.
- Stand up grant application, review, and distribution processes aligned to the framework and assessment data.
- Launch or strengthen consortium-based and shared purchasing approaches to maximize buying power and reduce duplication.
- Provide targeted technical assistance and training based on the specific readiness gaps identified in year one.
- Support schools and ESUs in tool adoption, implementation planning, and movement from one readiness tier to the next.
- Begin using those metrics to monitor progress, evaluate implementation, and inform ongoing reporting and funding decisions. Refine statewide priorities over time using assessment trends, implementation experience, and stakeholder feedback.



K-12 EDUCATION CYBERSECURITY ACT

Protecting Digital Assets

Helping Nebraska schools identify cybersecurity needs in order to design solutions that best strengthen their digital posture.

Scott Isaacson, ESUCC CIO
Larianne Polk, ESUCC CEO

Introduction

This overview presents the K-12 Education Cybersecurity Act as a phased, supportive approach to strengthening cybersecurity for Nebraska schools. The first year focuses on building the statewide structure for this work through readiness assessments, stakeholder engagement, and development of a common framework and model policy, rather than imposing requirements on schools or ESUs. It also emphasizes that the ESU Coordinating Council serves in a non-regulatory support role, preserving local control while using assessment results to help guide future funding, implementation, and statewide planning. Strong partnerships among NDE, OCIO, and ESUs will strengthen K-12 cybersecurity across Nebraska.

- Risk Assessment and structure-building
- Supportive, non-regulatory approach
- Future planning driven by data



What Is Cybersecurity?

Cybersecurity for K-12 education systems is the protection of school networks, devices, data, and digital operations from cyber threats that can disrupt learning, expose sensitive information, or interrupt school business.

- Protecting student, staff, and school data
- Securing school networks, devices, and systems
- Preventing disruption to teaching, learning, and operations
- Reducing the risk of cyberattacks, data loss, and downtime





Why Statewide Coordination Matters?

Because cyber threats do not stop at district boundaries, and schools should not have to face them alone. Statewide coordination helps Nebraska create a common framework, identify needs consistently, reduce duplication, strengthen buying power, and make smarter decisions based on real data while still preserving local control.



Cyber threats affect schools statewide



Shared efforts reduce duplication



Coordination creates consistent guidance



Statewide data helps make smarter future decisions

Broad Support

● Educational Service Units

● Nebraska Department of Education

● Office of the Chief Information Officer (OCIO)

● Nebraska Association of Technology Administrators (NATA)

● Non-Public Schools (Catholic Conference and allies)



Steering Committee



What is the Work?

- Finalize Steering Committee members

- Outline initial timelines, roles, and decision points

- Review and Select Assessment Framework & Collection System

- Design Facilitated Assessment Workshop (target → 1 hour)

- Test Assessment with Early Adopter ESUs and Districts

- Create a Process for Interpreting Assessment Results

- Conduct & Collect Assessments Statewide

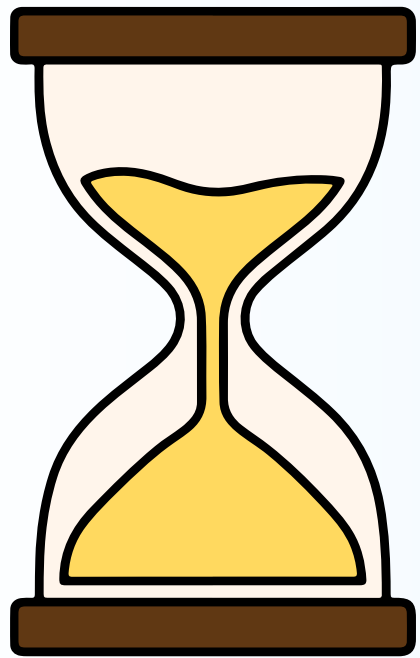
- Compile & Analyze Assessment Results

- Prepare Reports for Stakeholders & Legislature

- Advocate for Continued Support to Address Identified Gaps



Year One-Implementation



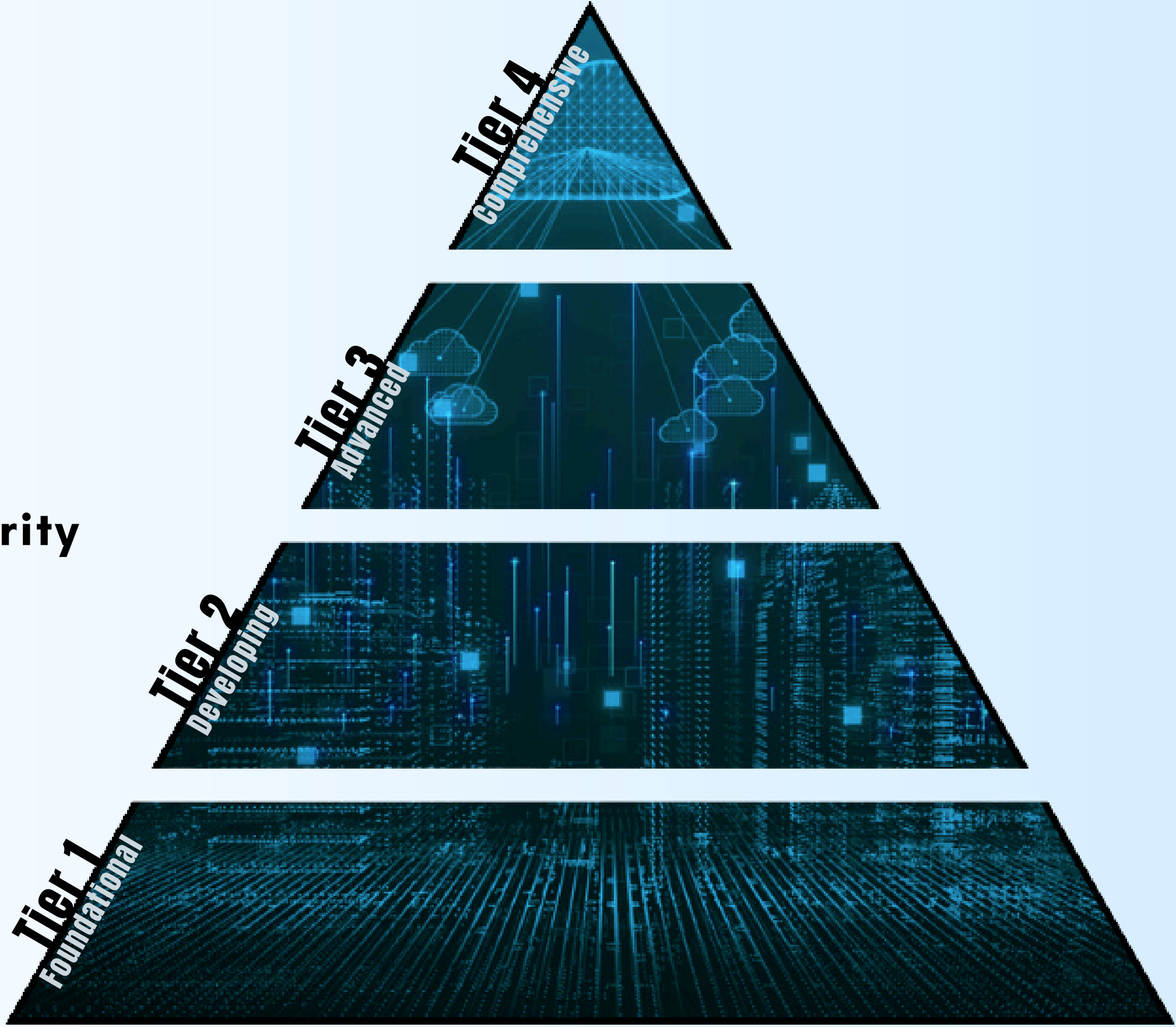
**Education
Improvement
Fund Grant**

**Low Burden:
Target 1 hour to
Complete
Assessment**

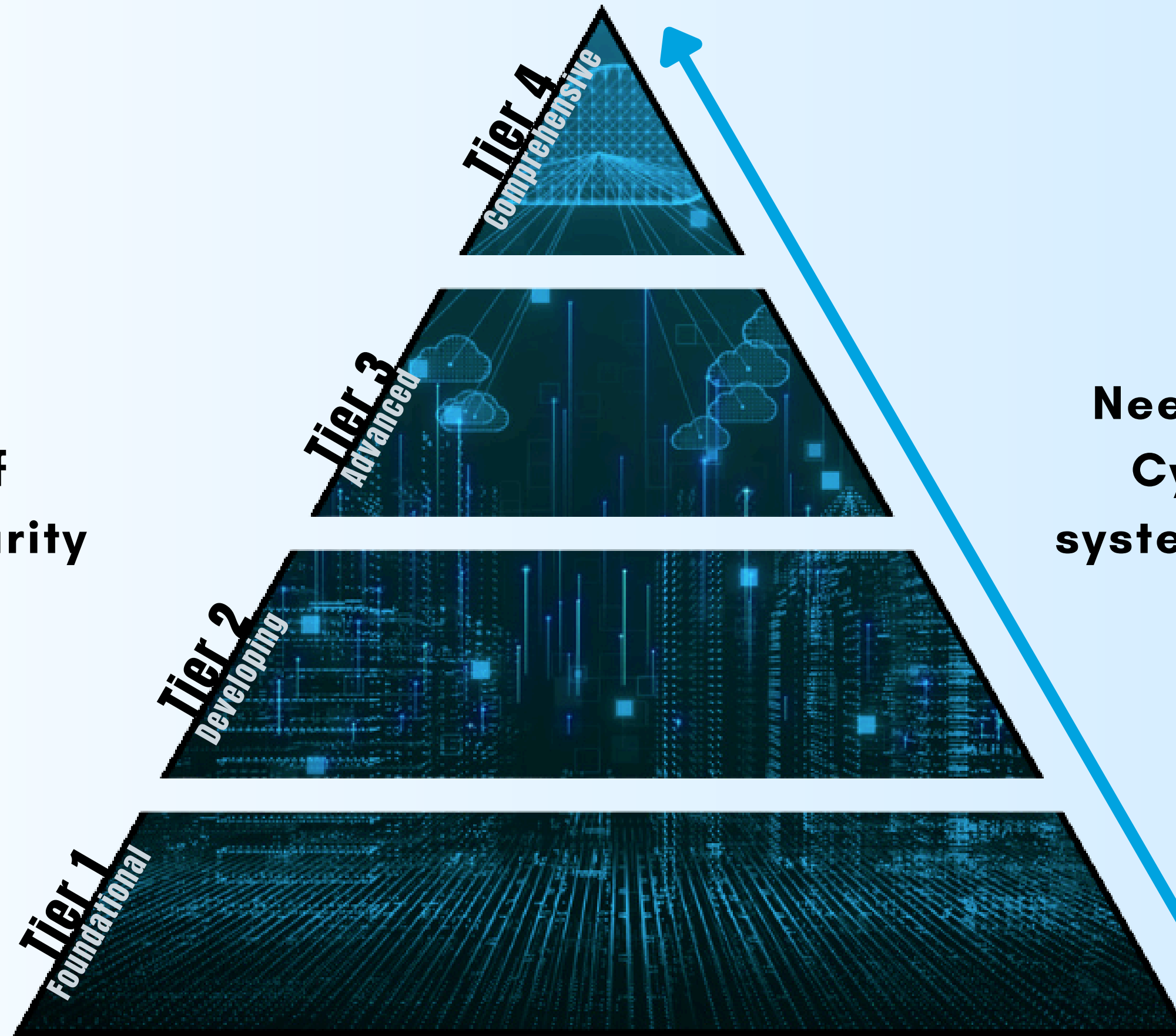
**Synchronize
with Tech or
Other Already-
Scheduled
Meetings**

**Funding for
Facilitation,
Meeting
Facilities &
Supplies**

Tiers of Cybersecurity

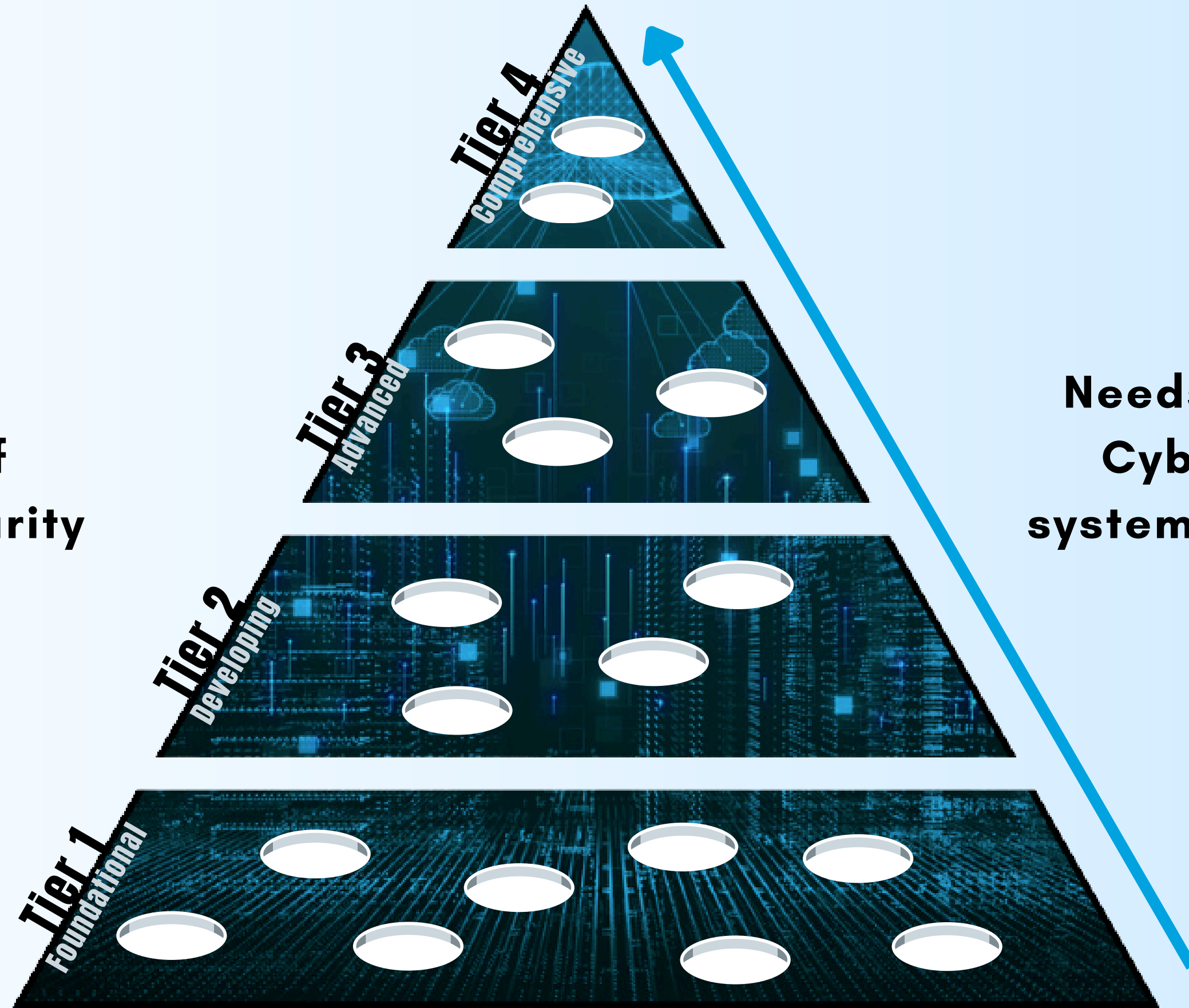


**Tiers of
Cybersecurity**



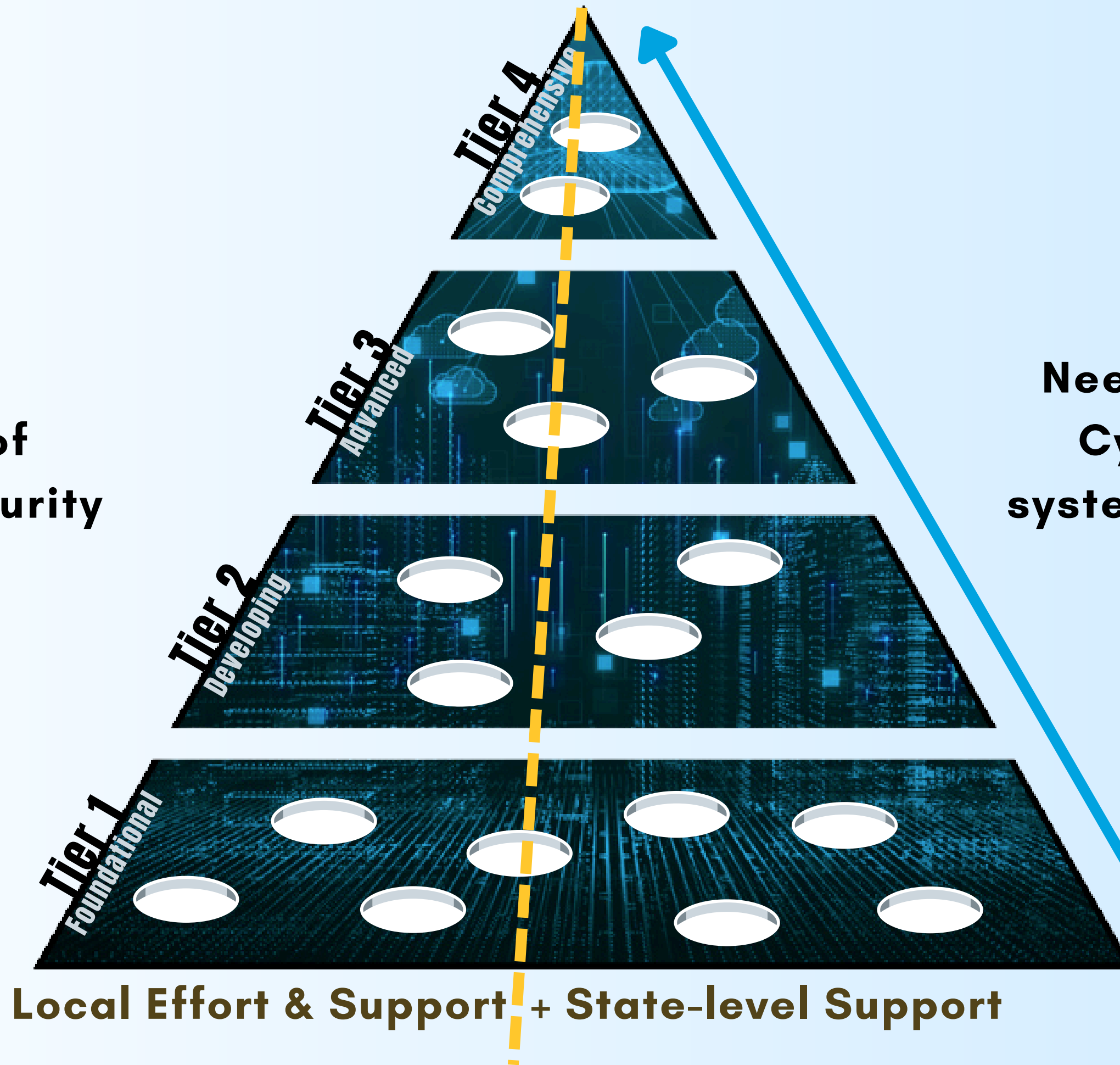
**Needs change as
Cybersecurity
systems strengthen.**

Tiers of Cybersecurity



Needs change as
Cybersecurity
systems strengthen.

Tiers of Cybersecurity



Needs change as
Cybersecurity
systems strengthen.

Greater Need at
Foundational Levels

Local Effort & Support + State-level Support



Nebraska Association of School Administrators (NASA)
Nebraska Association of School Business Officials (NASBO)
Nebraska Association of Elementary School Principals (NAESP)
Nebraska Association of Special Education Supervisors (NASES)
Nebraska Association of Retired School Administrators (NARSA)
Nebraska State Association of Secondary School Principals (NSASSP)



— NEBRASKA —
PUBLIC SCHOOL
— ADVANTAGE —

Nebraska Council of School Administrators

440 S. 13th Street, Suite A • Lincoln, Nebraska 68508 • 402.476.8055 or 800.793.6272 • FAX 402.476.7740

NCSA Ambassador Report for the ESUCC Board April 17, 2026

1. Administrators' Days Information

- a. July 29-31
- b. Hotel Reservations
 - i. The reservations opened on April 7 at 10:00 AM CT (9:00 AM MT). All NCSA members will receive a link to a Google form to submit their rooming requests for Administrators' Days 2026.
 - ii. *Please note that any reservation canceled after the June 29 deadline may incur a cancellation fee, including partial cancellations such as reducing the number of nights.
 1. *Please cancel any rooms not needed as early as possible. We currently have 71 schools on the waiting list for hotel rooms around the conference center.

2. Legislative Items

- a. **The Legal Implications of the Legislative Session virtual event will be held Monday, April 20, 2026 starting at 9:00 AM CT**
 - i. Dr. Dulaney has lined up the Perry Law Firm and Bryce Wilson from NDE to present.
 - ii. Sign up on the NCSA Website for this virtual only event.
- b. *Past Items*
 - i. *Please use the link below to download the most current listing of NCSA Legislative Bill Summaries: [NCSA Legislative Bill Summaries](#)*
 1. *Dr. Dulaney is sending out additional updates through email.*
 - ii. *The NCSA Website main page has a link for Legislative Items: [Legislative.NCSA.org](https://www.ncsa.org/Legislative.NCSA.org)*
 - iii. *[Current Petition Drives on Education Issues by Dr. Dulaney](#)*

3. NCSA Advocacy - Sharing the Positive Stories

- a. Tyler Dahlgren - Communications Manager
 - i. [NCSA Today Magazine](#)
 - ii. [Nebraska Public School Advantage](#)
 - iii. Email - tyler@ncsa.org
 - iv. X - [@NCSAToday](#) and [@NEAdvantage](#)
 - v. Facebook - [NCSA Facebook](#) and [Nebraska Public School Advantage](#)

4. NCSA New Administrator Mentoring Programs
 - a. [Networking with New Principals](#)
 - b. [New Superintendents' Program](#)
 - c. [Special Education Supervisor Mentorship](#)

5. Checklist for Superintendents
 - a. The link below provides viewing access to a “To Do or Reminder Checklist” for Superintendents. Thanks to Chris Prosocki, Superintendent at Hastings Public School, for allowing me to share this information.
 - i. [Superintendent Checklist](#)

6. School Financing Review Commission
 - a. [Website](#)
 - b. [December 1, 2025, Required Commission Annual Report](#)
 - c. Last met on February 11, 2026
 - d. Next meeting is not scheduled - they were hoping for April

7. Nebraska Educational Facility Association
 - a. NEFA is open to any school personnel involved in maintaining educational facilities, including Superintendents, Facility Directors, Custodians, Maintenance Staff, and others.
 - b. NEFA hosts quarterly meetings packed with valuable insights.
 - c. Why Join:
 - i. No dues or fees.
 - ii. Real answers from real professionals.
 - iii. Topics you care about.
 - iv. Direct access to a helpful email thread for questions and advice.
 - v. Great networking opportunities with peers who understand your challenges.
 - d. Free to join!
 - i. Email trent.kelly@hpstigers.org to join NEFA.

8. Calendars
 - a. NCSA Upcoming Events is at the bottom of this report
 - b. [Wingard's Event Dates for NCSA and Other Associations](#)

Thank You

Kevin Wingard, NCSA Ambassador

kevin@ncsa.org

X - @NCSAKevin

[NCSA Website](#)

[NCSA Facebook](#)

X - @NCSAToday

Upcoming NCSA Events

NASES Spring Workshop - April 16-17, 2026 → La Vista
NASBO State Convention - April 23-24, 2026 → Lincoln
Educators Academy for Legislative Advocacy - June 24-25, 2026 → Lincoln
Administrators' Days 2026 - July 29-31, 2026 → Kearney
Business Manager Training - August 6, 2026 → Lincoln or Virtual
Preparing for Student Legal Issues - August 13, 2026 → Lincoln or Virtual
NASES Fall Conference - September 10-11, 2026 → Lincoln
School Law - September 16, 2026 → Lincoln or Virtual
Educators' Academy for Legislative Advocacy - September 23-24, 2026 → Lincoln or Virtual
Labor Relations - September 29-30, 2026 → Lincoln
School Safety and Security Conference - October 6-7, 2026 → Lincoln
NE Fall Ed Tech Conference - October 27, 2026 → Lincoln
Emerging Superintendents - October 28, 2026 → Lincoln
State Education Conference - November 18-20, 2026 → Omaha
State Principals Conference - December 1-2, 2026 → Lincoln
Legislative Preview - December 9, 2026 → Lincoln or Virtual

NCSA

The Nebraska Council of School Administrators (NCSA) is an umbrella organization comprised of more than 2,800 school administrators who serve or once served in Nebraska schools.

We consider ourselves a partner in developing excellence in educational leadership, providing the "tools" necessary for administrators to be successful.

Although school administrators are more aware of problem areas in schools than anyone else, their voices can be drowned out by special interests in politics. NCSA provides strength in numbers to make our voices heard in educational matters in Nebraska.

NCSA Mission Statement

The mission of the Nebraska Council of School Administrators is to be a leader for quality education that results in learning for all children/youth and to enhance the professionalism of its members.

Umbrella Organization

NCSA is an umbrella organization representing six affiliate associations:

- *Nebraska Association of Elementary School Principals (NAESP)*
- *Nebraska Association of School Administrators (NASA)*
- *Nebraska Association of School Business Officials (NASBO)*
- *Nebraska Association of Special Education Supervisors (NASES)*
- *Nebraska State Association of Secondary School Principals (NSASSP)*
- *Nebraska Association of Retired School Administrators (NARSA)*

Who Can Belong?

1. Those eligible for **Active membership** are practicing public and private school administrators.
2. **Associate membership** is available to faculty members in postsecondary institutions, employees in education related agencies, district professional staff, and those who have administrative certificates who may not yet be practicing administrators. Associate members do not have voting privileges, but receive all publications and are eligible to attend all NCSA sponsored events.
3. **Student membership** is available to individuals currently enrolled in an Educational Administration Graduate Program.
4. **NARSA (Nebraska Association of Retired School Administrators)** membership is available to retired administrators. NARSA members receive all publications and registration information, are encouraged to participate on committees and task forces, and are admitted to all NCSA sponsored activities for the cost of the meals only. All registration fees are waived.

Want more information?

Contact Amy Poggenklass, Finance and Membership Director at (402) 476-8055, (800) 793-6272, or write to NCSA, 440 S. 13th St, Suite A, Lincoln, NE 68508.

April 2026 CEO Leave Report to the Board

Title	Start	End	Hours
Sick: Dentist	01/23/2026	01/23/2026	2
Sick: Dr. Appt	01/28/2026	01/28/2026	2
Vacation: Out of Office	02/27/2026	02/27/2026	8
Vacation: Out of Office	03/02/2026	03/02/2026	4

CEO Report to the Board

April 2026

Apr 16, 2026 Committees

Apr 17, 2026 Board

New Business			
<input type="checkbox"/>	Executive ▾	Board Member Mileage	Mileage Reimbursement for ESUCC Board Meetings
<input type="checkbox"/>	Educational Resour... ▾	2027 Recognition Dinner	Purpose: <ul style="list-style-type: none"> Recognize 5-10-15-20+ and Retirement ESUCC pays for Retiree, all other flows through agency
<input type="checkbox"/>	Legal ▾	Session-End Report of ESUCC Priorities	Report of the lobbying efforts
<input type="checkbox"/>	Legal ▾ and Full Board	Governor Student Leaders Across the State Event	October 26, 2026 at ESU 3. Feedback: <ul style="list-style-type: none"> Zoomland? Can it zoom from classrooms? Or even school districts to join? With ESU person at the school? That will get more involvement. If questions were not asked, they were disappointed. Have the ESU available AND have it in the classrooms. Central sites throughout the state, multiple in an ESU Panel - kids were bored. Main focus - how to get kids involved in civic engagement. Opportunities for state government.
<input type="checkbox"/>	Information Services ▾	Personnel Update	Two vacancies. <ul style="list-style-type: none"> PowerSchool Technology Division
<input type="checkbox"/>	FULL BOARD ▾	Strategic Planning Update	Met with Mission Matters March 27, signed contract April 6. Beginning to finalize questions for stakeholder focus groups.
<input type="checkbox"/>	FULL BOARD ▾	Policy Updates from Perry Law Firm	Dr. Brian Maschmann will share information he learned regarding the annual Perry Updates. NASB Policy Support Service

<input type="checkbox"/>	FULL BOARD ▾	The Learning Community	<p>79-1245:</p> <ul style="list-style-type: none"> • Educational Service Unit Coordinating Council; created; composition; funding; powers. • (1) The Educational Service Unit Coordinating Council is created. The council shall be composed of one administrator from each educational service unit and beginning July 1, 2017, one nonvoting administrator from each learning community.
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New Since Committee Meetings

<input type="checkbox"/>			
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Old Business

<input type="checkbox"/>	Select a Committee ▾		
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CEO Report to the Board

April 2026

Apr 16, 2026 Committees

Apr 17, 2026 Board

New Business			
<input type="checkbox"/>	Executive ▾	Board Member Mileage	Mileage Reimbursement for ESUCC Board Meetings
<input type="checkbox"/>	Educational Resour... ▾	2027 Recognition Dinner	Purpose: <ul style="list-style-type: none"> Recognize 5-10-15-20+ and Retirement ESUCC pays for Retiree, all other flows through agency
<input type="checkbox"/>	Legal ▾	Session-End Report of ESUCC Priorities	Report of the lobbying efforts
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<input type="checkbox"/>	Information Services ▾	Personnel Update	Two vacancies. <ul style="list-style-type: none"> PowerSchool Technology Division
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New Since Committee Meetings

<input type="checkbox"/>			
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Old Business

<input type="checkbox"/>	Select a Committee ▾		
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ESUCC
Executive Committee Meeting
Thursday, April 16, 2026, 11:00 AM
ESU 3 plus Zoom, 6949 South 110th Street, La Vista, NE 68128

1. Call to Order

This is a committee of the Educational Service Unit Coordinating Council. The chairperson or designee will call the committee meeting to order. Per Policy 1008, "Committees shall not have legislative or administrative functions, except as specifically authorized by the Board. All matters except those of routine or emergency nature may be referred to a committee before action by the Board...Summaries of all committee meetings shall be reported to the Board for its information, recording and possible action, as directed by the Board." No formal action will be taken in committee meetings, although recommendations for such action may be made by the committee to the Board.

The Executive Committee Meeting was called to order at 11:00am.

1.1. Roll Call

2. Treasurer's Report

2.1. Claims, Financial Statements, and Assets for the Month of March
Other financial reports are available upon request to the ESUCC CEO.

Recommended Motion: Recommend to the ESUCC board to approve the claims, financial statements, and assets for the month of March.

ESUCC CEO Dr. Polk reviewed the attached Budget Summary March 2026 Updated document. Recommend to the ESUCC board to approve the claims, financial statements, and assets for the month of March Passed with a motion by McNiff, Brenda (ESU 05) and a second by Erickson, Geraldine (ESU 17).

Dr. Bill Heimann (ESU 01): Yea

Dr. Brenda McNiff (ESU 05): Yea
Dr. Melissa Wheelock (ESU 10): Yea
Dr. Laura Barrett (ESU 13): Yea
Geraldine Erickson (ESU 17): Yea
Yea: 5, Nay: 0

2.2. March Expenses to be Paid in April

Recommended Motion: Recommend to the ESUCC Board to approve the March expenses to be paid in April.

ESUCC CEO Dr. Polk reviewed the attached March Expense Payable April 2026 document. Recommend to the ESUCC Board to approve the March expenses to be paid in April Passed with a motion by Heimann, Bill (ESU 01) and a second by Barrett, Laura (ESU 13).

Dr. Bill Heimann (ESU 01): Yea
Dr. Brenda McNiff (ESU 05): Yea
Dr. Melissa Wheelock (ESU 10): Yea
Dr. Laura Barrett (ESU 13): Yea
Geraldine Erickson (ESU 17): Yea
Yea: 5, Nay: 0

3. Mileage for Board Members

The mileage reimbursement discussion will continue, and the Executive Committee will make a recommendation to the board.

Recommended Motion: Recommend to the ESUCC Board to approve Exhibit ____ from the Mileage Reimbursement for ESUCC Board Meetings Options and Fiscal Impact document, as presented.

The Executive Committee had a discussion regarding the mileage and the attached Mileage Reimbursement for ESUCC Board Meetings document. The Executive Committee decided to move forward with recommending Exhibit A to the full board. If the full board moves forward with the recommendation, ESUCC CEO Dr. Polk will reach out to Justin Knight at Perry Law Firm to create a board policy.

Recommend to the ESUCC Board to approve Exhibit A from the Mileage Reimbursement for ESUCC Board Meetings Options and Fiscal Impact document, as presented. Mileage will be paid from the ESU to the ESUCC Meeting Location beginning 2026-2027 fiscal year, starting September 1. Passed with a motion by McNiff, Brenda (ESU 05) and a second by Barrett, Laura (ESU 13).

Dr. Bill Heimann (ESU 01): Yea
Dr. Brenda McNiff (ESU 05): Yea
Dr. Melissa Wheelock (ESU 10): Yea
Dr. Laura Barrett (ESU 13): Yea
Geraldine Erickson (ESU 17): Yea
Yea: 5, Nay: 0

4. Chief Executive Officer (CEO) Report

CEO Report to the Board - April 2026

ESUCC CEO Dr. Polk reviewed the attached CEO Report to the Board - April 2026 document.

5. Next Meeting Agenda Items

6. Adjournment

The Executive Committee Meeting adjourned at 12:09pm.

Minutes respectfully submitted by Mindy Reed, ESUCC Executive Secretary to the CEO.

March 31, 2026

ESUCC Division	Receipts	Disbursements
Executive	\$ 57,705.71	\$ 144,476.01
Teaching & Learning	\$ 301,819.26	\$ 516,335.81
Technology	\$ -	\$ 220,881.00
Grants/Contracts	\$ 233,246.51	\$ 1,100.00
	\$ 592,771.48	\$ 882,792.82
Balance March 1, 2026	\$6,714,728.87	
Total Receipts March 2026	\$592,771.48	
Total Funds Available	\$7,307,500.35	
Check #18347 - Check #18378	\$863,864.07	
ACH Payments	\$18,928.75	
Total Disbursements	\$882,792.82	
Ending Balance March 31, 2026	\$6,424,707.53	
Ending Balance March 31, 2025	\$6,370,378.08	
Bank Balances:		
Checking Account	\$50,066.30	
Investment Account	\$6,390,588.73	
	\$6,440,655.03	
<i>Interest Earned March 2026</i>	<i>\$19,775.68</i>	

Outstanding Receipts As Of 03/31/26:	
Admin	\$500.00
<i>Sparq Negotiations</i>	
<i>Meals, Committee & Board Meetings</i>	\$500.00
Canvas	\$0.00
<i>School Renewals, 2025-2026</i>	
<i>Funds Due From NDE</i>	
Coop	\$0.00
<i>School Renewals</i>	
<i>Vendor Admn Fees</i>	
DL	\$0.00
Duo Security	\$0.00
<i>School Renewals</i>	
Literacy	\$0.00
<i>Second Coaching Stipend</i>	
Menstrual Project	\$0.00
<i>Funds from NDE</i>	
PDO	\$950.00
<i>PDO, MSA 2025-2026</i>	
<i>PDO, Mtg Registrations</i>	\$275.00
<i>Overdrive / Sora Library</i>	
<i>ESPD, Mtg Registrations</i>	\$100.00
<i>NOC, Mtg Registrations</i>	\$125.00
<i>SDA, Mtg Registrations</i>	\$400.00
<i>TLT, Mtg Registrations</i>	\$50.00
PowerSchool	\$0.00
<i>School Renewals, 2025-2026</i>	
ProofPoint	\$2,398.50
<i>School Renewals</i>	\$2,398.50
SLCGP LOGGING	\$0.00
<i>Funds from NDE</i>	
SRS	\$384.00
<i>MSA, 2025-2026</i>	
<i>Annual Member Fee (Prime Home DDS)</i>	\$384.00
Final ESSER	\$0.00
<i>CoSN State Chapter, Cyber Tatanka,</i>	
Tech Gen	\$0.00
<i>Fortimail Renewals</i>	
Total Outstanding Receipts, 03/31/26:	\$4,232.50

	Percentage Spent	Percentage Projected
September	0.00%	8.33%
October	2.88%	8.33%
November	3.57%	8.33%
December	1.62%	8.33%
January	2.85%	8.33%
February	3.21%	8.33%
March	4.77%	8.33%
April		8.33%
May		8.34%
June		8.34%
July		8.34%
August		8.34%
Year To Date	18.90%	100.00%
<i>Adjusted Budget Status:</i>	<i>33.70%</i>	

Specific Project Fiscal Expenses YTD	Budget	Expenses YTD
PowerSchool	\$1,083,875.27	\$355,975.00
Coop	\$1,025,623.70	\$321,120.03
Canvas	\$823,307.26	\$359,732.78
SRS	\$536,916.42	\$241,083.35
PDO (Includes Affiliates)	\$202,214.04	\$102,220.04

Notable Receipts Include:	
NDE, Canvas Funds	\$295,680.70
NDE, ESSER Funds	\$233,246.51

Notable Disbursements Include:	
Literacy Trainings/Reimbursements	\$262,112.43
Lexia Learning, LETRS Facilitator Training	\$119,988.00
Bromm & Associates, 2025 & 2026	\$84,400.00
ESU 02, Cyber Network Engineer	\$155,703.00

Special Projects/Grants Status:	Receipts	Expenditures
SMART-NE	\$0.00	\$4,983.00
SMART-ESA	\$0.00	\$13,050.00

Notes:	
<u>Receipts since 03/31/26</u>	
ESU 8, ADMN	\$25.00
ESU 8, ESPD	\$75.00
ESU 8, PDO	\$250.00
ESU 8, SDA	\$150.00
ESU 8, TLT	\$25.00
ESU 2, ADMN	\$25.00
NDE, SDA	\$25.00
<i>Total Outstanding As Of 4/10/26 =</i>	<i>\$3,657.50</i>
<i>*Anita Foor vendor payment =</i>	<i>\$3,414.00</i>

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	18379	04/15/26	1098	AESA	01202320100	20580	ADMN LP CONF REGIST	0.00	625.00
09000	18379	04/15/26	1098	AESA	01202320100	20580	ADMN MR MEMBER REGI	0.00	175.00
TOTAL CHECK									800.00
09000	18380	04/15/26	1050	BISHOP BUSINESS	01202320100	20550	ADMN PRINTING EXPEN	0.00	4.35
09000	18380	04/15/26	1050	BISHOP BUSINESS	01202520300	20550	COOP PRINTING EXPEN	0.00	4.35
09000	18380	04/15/26	1050	BISHOP BUSINESS	01202213620	20550	DL PRINTING EXPENSE	0.00	4.36
09000	18380	04/15/26	1050	BISHOP BUSINESS	01202580400	20550	SRS PRINTING EXPENS	0.00	4.36
TOTAL CHECK									17.42
09000	18381	04/15/26	1007	CDW GOVERNMENT INC.	01202580575	20320	DUO SEC CISCO DIREC	0.00	102,600.00
09000	18382	04/15/26	1254	ESU 1	01206690578	20352	NCNE SALARIES JAN-A	0.00	17,314.17
09000	18383	04/15/26	1056	ESU 2	01206690578	20352	NCNE SALARIES JAN-A	0.00	17,314.17
09000	18384	04/15/26	1057	ESU 3	01206690578	20352	NCNE SALARIES JAN-A	0.00	17,314.17
09000	18384	04/15/26	1057	ESU 3	01202520300	20441	COOP RENT OMAHA	0.00	486.06
09000	18384	04/15/26	1057	ESU 3	01202580400	20441	SRS RENT OMAHA	0.00	972.12
09000	18384	04/15/26	1057	ESU 3	01202213500	20441	PDO RENT OMAHA	0.00	486.06
09000	18384	04/15/26	1057	ESU 3	01202320100	20441	ADMN RENT OMAHA	0.00	324.03
09000	18384	04/15/26	1057	ESU 3	01202213200	20441	PS RENT OMAHA	0.00	324.04
09000	18384	04/15/26	1057	ESU 3	01202320100	20550	ADMN PRINTING EXP	0.00	9.12
09000	18384	04/15/26	1057	ESU 3	01202213620	20550	DL PRINTING EXP	0.00	8.85
09000	18384	04/15/26	1057	ESU 3	01202580400	20550	SRS PRINTING EXP	0.00	8.85
TOTAL CHECK									19,933.30
09000	18385	04/15/26	1151	ESU 7	01206690578	20352	NCNE SALARIES JAN-A	0.00	17,314.17
09000	18386	04/15/26	1223	ESU 8	01206690578	20352	NCNE SALARIES JAN-A	0.00	17,314.17
09000	18387	04/15/26	1067	ESU 10	01206690578	20352	NCNE SALARIES JAN-A	0.00	17,314.17
09000	18387	04/15/26	1067	ESU 10	01202320100	20320	SMART NE FEB 2026 D	0.00	1,400.00
09000	18387	04/15/26	1067	ESU 10	01202320100	20320	SMART ESA FEB 2026	0.00	2,041.00
09000	18387	04/15/26	1067	ESU 10	01202310110	20610	BOARD MTGS MAR 17-1	0.00	458.72
TOTAL CHECK									21,213.89
09000	18388	04/15/26	1068	ESU 13	01206690578	20352	NCNE SALARIES JAN-A	0.00	17,314.17
09000	18389	04/15/26	1152	ESU 15	01206690578	20352	NCNE SALARIES JAN-A	0.00	17,314.17
09000	18390	04/15/26	1104	ESU 16	01206690578	20352	NCNE SALARIES JAN-A	0.00	17,314.17
09000	18391	04/10/26	1064	ESU 17	01202320100	20352	ADMN SALARIES	0.00	15,692.57
09000	18391	04/10/26	1064	ESU 17	01202520300	20352	COOP SALARIES	0.00	26,276.51
09000	18391	04/10/26	1064	ESU 17	01202213620	20352	DL SALARIES	0.00	17,259.54
09000	18391	04/10/26	1064	ESU 17	01202580650	20352	GEN TECH SALARIES	0.00	13,076.31
09000	18391	04/10/26	1064	ESU 17	01202580400	20352	SRS SALARIES	0.00	36,766.36
09000	18391	04/10/26	1064	ESU 17	01202213500	20352	PDO SALARIES	0.00	5,961.06
09000	18391	04/10/26	1064	ESU 17	01202213560	20352	CRISIS SALARIES	0.00	457.04
09000	18391	04/10/26	1064	ESU 17	01202213570	20352	CANVAS SALARIES	0.00	17,671.43

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	18391	04/10/26	1064	ESU 17	01202213200	20352	PS SALARIES	0.00	45,481.82
09000	18391	04/10/26	1064	ESU 17	01202520585	20352	TEXTBOOK SALARIES	0.00	6,540.09
09000	18391	04/10/26	1064	ESU 17	01202213587	20352	TEAMMATES SALARIES	0.00	4,491.23
09000	18391	04/10/26	1064	ESU 17	01202213582	20352	LITERACY SALARIES	0.00	2,834.28
09000	18391	04/10/26	1064	ESU 17	01202213580	20352	BITS SALARIES	0.00	6,992.62
09000	18391	04/10/26	1064	ESU 17	01202520581	20352	MENSTRUAL SALARIES	0.00	2,122.43
09000	18391	04/10/26	1064	ESU 17	01206690578	20352	NCNE SALARIES	0.00	3,384.00
09000	18391	04/10/26	1064	ESU 17	01206690578	20352	NCNE SALARIES JAN-A	0.00	17,314.17
09000	18391	04/10/26	1064	ESU 17	01202320100	20320	ADMN FISCAL AGENT F	0.00	900.00
09000	18391	04/10/26	1064	ESU 17	01206415590	20396	PROJ PARA SALARIES	0.00	10,919.38
09000	18391	04/10/26	1064	ESU 17	01202213200	20441	PS RENT AINSWORTH	0.00	114.60
09000	18391	04/10/26	1064	ESU 17	01202320100	20441	ADMN RENT AINSWORTH	0.00	38.20
09000	18391	04/10/26	1064	ESU 17	01202520300	20441	COOP RENT AINSWORTH	0.00	152.80
09000	18391	04/10/26	1064	ESU 17	01202580400	20441	SRS RENT AINSWORTH	0.00	38.20
09000	18391	04/10/26	1064	ESU 17	01202213500	20441	PDO RENT AINSWORTH	0.00	38.20
09000	18391	04/10/26	1064	ESU 17	01202520300	20520	COOP BOND/INSURANCE	0.00	32.00
09000	18391	04/10/26	1064	ESU 17	01202520300	20550	COOP COPIER/PRINTNG	0.00	17.50
09000	18391	04/10/26	1064	ESU 17	01202520300	20582	COOP PHONE AINSWORT	0.00	84.00
TOTAL CHECK									234,656.34
09000	18392	04/15/26	1661	HAMPTON INN - KEARN	01202320100	20580	ADMN POLK NRCSA/ESU	0.00	447.00
09000	18392	04/15/26	1661	HAMPTON INN - KEARN	01202213620	20580	DL EASTON ESUCC MTG	0.00	269.00
09000	18392	04/15/26	1661	HAMPTON INN - KEARN	01202580400	20580	SRS ISAACSON NRCSA/	0.00	767.00
TOTAL CHECK									1,483.00
09000	18393	04/15/26	1359	HEIDI RETHMEIER	01202213520	20610	SDA MENTOR/MENTEE S	0.00	91.58
09000	18394	04/15/26	1397	JOURNEYED.COM INC.	01202580400	20643	SRS MICROSOFT OFFIC	0.00	108.18
09000	18394	04/15/26	1397	JOURNEYED.COM INC.	01202320100	20320	ADMN SQLSVRSTDCORE	0.00	5,461.12
TOTAL CHECK									5,569.30
09000	18395	04/15/26	1247	KSB SCHOOL LAW	01202213530	20317	ESPD LEGAL SERVICE	0.00	343.50
09000	18396	04/15/26	1967	MACKENZIE CARSTENS	01202213520	20610	SDA MENTOR/MENTEE S	0.00	65.36
09000	18397	04/15/26	1065	OMAHA WORLD HERALD	01202310110	20540	BOARD MEETING NOTIC	0.00	24.40
09000	18398	04/15/26	1633	PERRY, GUTHERY, HAA	01202320100	20317	ADMN LEGAL SERVICE	0.00	651.55
09000	18398	04/15/26	1633	PERRY, GUTHERY, HAA	01202310110	20317	BOARD LEGAL SERVICE	0.00	192.13
09000	18398	04/15/26	1633	PERRY, GUTHERY, HAA	01202520300	20317	COOP LEGAL SERVICE	0.00	1,628.89
09000	18398	04/15/26	1633	PERRY, GUTHERY, HAA	01202213620	20317	DL LEGAL SERVICE	0.00	325.78
09000	18398	04/15/26	1633	PERRY, GUTHERY, HAA	01202580400	20317	SRS LEGAL SERVICE	0.00	325.78
TOTAL CHECK									3,124.13
09000	18399	04/15/26	1789	SHARA JOHNSON	01202213570	20333	CANVAS MILEAGE MTG	0.00	78.30
09000	18400	04/15/26	1961	UNANIMOUS INC.	01202320100	20643	ADMN PREPAID SUPPOR	0.00	4,200.00
09000	18401	04/15/26	1131	INNOVATIVE OFFICE S	01202520300	20610	COOP SUPPLIES ENVEL	0.00	768.77
09000	ACH00034	04/15/26	1638	AIMEE MUEHLING	01202213200	20320	PS CONTRACTED SERVI	0.00	3,667.86

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	ACH00035	04/15/26	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE ACCESSIB	0.00	129.78
09000	ACH00035	04/15/26	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE ORD & NR	0.00	793.15
09000	ACH00035	04/15/26	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE VIDEOS	0.00	95.70
09000	ACH00035	04/15/26	1466	ANDREW EASTON	01202213620	20643	DL PADDLE.COM JAN-F	0.00	41.73
09000	ACH00035	04/15/26	1466	ANDREW EASTON	01202213620	20643	DL PADDLE.COM FEB-M	0.00	41.73
TOTAL CHECK									1,102.09
09000	ACH00036	04/15/26	1101	CRAIG PETERSON	01202520300	20333	COOP MILEAGE NRCSA	0.00	47.85
09000	ACH00037	04/15/26	1708	KEN CLAY	01202213200	20333	PS MILEAGE PS UNIVE	0.00	63.80
09000	ACH00037	04/15/26	1708	KEN CLAY	01202213200	20580	PS MEALS PS UNIVER	0.00	193.66
TOTAL CHECK									257.46
09000	ACH00038	04/15/26	1826	LARIANNE POLK	01202320100	20643	ADM CHATGPT MAR-APR	0.00	20.00
09000	ACH00038	04/15/26	1826	LARIANNE POLK	01202320100	20643	ADM CHATGPT APRIL-M	0.00	20.00
09000	ACH00038	04/15/26	1826	LARIANNE POLK	01202320100	20333	ADM MILEAGE LOBBYIN	0.00	69.60
09000	ACH00038	04/15/26	1826	LARIANNE POLK	01202320100	20333	ADM MILEAGE NRCSA/E	0.00	261.73
09000	ACH00038	04/15/26	1826	LARIANNE POLK	01202320100	20333	ADM MILEAGE NCSA GR	0.00	67.43
09000	ACH00038	04/15/26	1826	LARIANNE POLK	01202320100	20333	ADM MILEAGE LOBBYIN	0.00	139.93
09000	ACH00038	04/15/26	1826	LARIANNE POLK	01202320100	20333	ADM MILEAGE LOBBYIN	0.00	209.53
TOTAL CHECK									788.22
09000	ACH00039	04/15/26	1640	NICOLE MULLER	01202213200	20320	PS CONTRACTED SERVI	0.00	4,981.00
09000	ACH00040	04/15/26	1086	SCOTT ISAACSON	01202580400	20333	SRS MILEAGE NRCSA/E	0.00	261.73
09000	EFT00308	04/01/26	1039	UNION BANK & TRUST	01202320100	20320	ADM ACH SERVICE FEE	0.00	31.20
09000	EFT00309	04/03/26	1209	CINCINNATI INSURANC	01202213570	20520	CANVAS INSURANCE PR	0.00	103.10
09000	EFT00309	04/03/26	1209	CINCINNATI INSURANC	01202520300	20520	COOP INSURANCE PREM	0.00	103.10
09000	EFT00309	04/03/26	1209	CINCINNATI INSURANC	01202213620	20520	DL INSURANCE PREMIU	0.00	103.10
09000	EFT00309	04/03/26	1209	CINCINNATI INSURANC	01202213582	20520	LITERACY INSURANCE	0.00	103.10
09000	EFT00309	04/03/26	1209	CINCINNATI INSURANC	01202213200	20520	PS INSURANCE PREMIU	0.00	103.10
09000	EFT00309	04/03/26	1209	CINCINNATI INSURANC	01202213500	20520	PDO INSURANCE PREMI	0.00	103.10
09000	EFT00309	04/03/26	1209	CINCINNATI INSURANC	01202580400	20520	SRS INSURANCE PREMI	0.00	103.10
09000	EFT00309	04/03/26	1209	CINCINNATI INSURANC	01202520585	20520	TEXTBOOK INSURANCE	0.00	103.10
09000	EFT00309	04/03/26	1209	CINCINNATI INSURANC	01202320100	20520	ADMN INSURANCE PREM	0.00	103.10
09000	EFT00309	04/03/26	1209	CINCINNATI INSURANC	01202213580	20520	BITS INSURANCE PREM	0.00	103.10
TOTAL CHECK									1,031.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202320100	20314	ADM MEALS LEGISLATI	0.00	262.75
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202320100	20314	ADM MEALS LEGISLATI	0.00	59.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202320100	20314	ADM LEGISLATION LUN	0.00	80.62
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202320100	20314	ADM MCALISTER'S LEG	0.00	776.40
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202320100	20641	ADM OMAHA WORLD HER	0.00	19.99
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202320100	20641	ADM LINCOLN JOURNAL	0.00	24.99
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202320100	20641	ADM LINCOLN JOURNAL	0.00	34.99
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213200	20643	PS JITBIT HELPDESK	0.00	249.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213200	20643	PS GOOGLE WORKSPACE	0.00	175.20
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213200	20643	PS PARK BENCH VISUA	0.00	456.88

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09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213200	20643	PS ASANA	0.00	134.90
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213200	20643	PS JITBIT HELPDESK	0.00	249.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202520300	20643	COOP SCREENPAL SOLO	0.00	24.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213500	20643	PDO SHORT ANSWER	0.00	12.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213500	20643	PDO RIVERSIDEFM/INT	0.00	29.87
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213500	20643	PDO X PREMIUM BASI	0.00	3.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202580400	20643	SRS ATLIASSIAN	0.00	10.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202520300	20643	COOP MAILCHIMP	0.00	93.50
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202580400	20643	SRS MD BOOTSTRAP/IN	0.00	225.57
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202580400	20643	SRS ATLIASSIAN	0.00	10.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202320100	20580	ADM LODGING LP AESA	0.00	264.88
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202320100	20580	ADM MEAL LP ESUCC M	0.00	18.26
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202580400	20580	SRS MEAL SI ESUCC M	0.00	23.66
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213620	20580	DL PARKING LEGISLAT	0.00	12.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213620	20580	DL BREAKTHROUGH COA	0.00	396.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202580650	20580	GEN TECH BREAKTHOUG	0.00	396.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202580400	20580	SRS SI NDE DATA CON	0.00	175.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202580400	20580	SRS MEAL ISAACSON	0.00	28.26
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213200	20580	PS MEAL SOSALLA MAR	0.00	29.90
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213200	20580	PS LODGING SOSALLA	0.00	1,626.80
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213200	20580	PS LODGING CLAY MAR	0.00	2,033.50
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202320100	20580	ADM PARKING LEGISLA	0.00	13.50
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202320100	20580	ADM LODGING LP LEGI	0.00	116.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202320100	20580	ADM PARKING LOBBYIN	0.00	12.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202320100	20580	ADM TAX REFUND CORN	0.00	-20.76
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213570	20580	CANVAS FLIGHTS INST	0.00	867.60
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213570	20580	CANVAS FLIGHTS INST	0.00	699.60
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202320100	20580	ADM PARKING LOBBYIN	0.00	9.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202320100	20580	ADM PARKING GRIT CO	0.00	10.50
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202320100	20610	ADM WAGON FOR BOOTH	0.00	28.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202520300	20610	COOP WAGON FOR BOOT	0.00	28.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213620	20610	DL WAGON FOR BOOTHS	0.00	28.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213500	20610	PDO WAGON FOR BOOTH	0.00	27.99
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202580400	20610	SRS WAGON FOR BOOTH	0.00	28.00
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213500	20610	PDO SUPPLIES MAY CE	0.00	188.24
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213500	20610	PDO SUPPLIES MAY CE	0.00	44.99
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202213500	20610	PDO SUPPLIES MAY CE	0.00	55.10
09000	EFT00310	04/15/26	1039	UNION BANK & TRUST	01202580400	20610	SRS BARCO ONE CLICK	0.00	264.98
TOTAL CHECK								0.00	10,336.66
TOTAL CASH ACCOUNT								0.00	538,673.55
TOTAL FUND								0.00	538,673.55
TOTAL REPORT								0.00	538,673.55

Mileage Reimbursement for ESUCC Board Meetings
Options and Fiscal Impact
March 13, 2026

1. Background / Question

- The ESUCC Board is discussing mileage reimbursement to the ESUCC Board members.
- ESUCC meetings are held in-person in Kearney and La Vista 3 times each.
- Board members from ESUs at the farthest ends of Nebraska experience a higher cost to participate than members closer to Kearney and LaVista, raising an equity concern related to attendance expectations for ESUCC Board meetings.

2. ESU Practice

- Current norms (examples from Executive Committee members):
 - Board members receive no compensation
 - May be reimbursed for actual and necessary expenses incurred in the performance of their duties, commonly including mileage
 - Mileage is paid to ESUCC members by their ESU if driving a personal car.
 - Some members drive ESU cars at the ESU expense

3. NDE State Board of Education Practice

- Under Board Operating Policy 1.07, the State Board authorizes reimbursement for expenses incurred in attending meetings and in performing board duties.
- The policy also authorizes in-state travel reimbursement for board meetings and other board functions and provides that mileage reimbursement (over 50 mile distance) uses the prevailing IRS rate and lodging.

4. Other State Associations

- There is no single national standard. Across states, reimbursement tends to hinge on
 - (1) public vs. entrepreneurial status,
 - (2) whether the organization has a clear policy and controls, and
 - (3) whether there is a dedicated revenue stream (or budget capacity) that supports statewide governance participation.

5. Assumptions for the Exhibits

- 3 meetings in Kearney, 3 meetings in La Vista

- Mileage is to/from ESUCC Board meetings when Zoom is not offered.
- Does not include committee meetings.
- Exhibit A, mileage only, all ESUs regardless of geographic location
- Exhibit B, mileage only, those >50 miles from principal office, and only reimbursed the miles over 50
- Exhibit C, summary should lodging be included
- Miles reimbursed are round-trip miles when eligible
- IRS 2026 standard business mileage rate: \$0.725 per mile.
- Hotel rate \$110 per night.

Exhibit A: ALL ESUs

Mileage reimbursement table

Pay mileage for ALL; 3 La Vista + 3 Kearney

ESU	LaVista RT	LaVista total 3 mtgs	Kearney RT	Kearney Total 3 mtgs	Total annual (3 LV + 3 KY)
ESU 1	216	\$ 469.80	398	\$ 865.65	\$1,335.45
ESU 2	78	\$ 169.65	330	\$ 717.75	\$887.40
ESU 3	0	\$ -	352	\$ 765.60	\$765.60
ESU 4	132	\$ 287.10	408	\$ 887.40	\$1,174.50
ESU 5	180	\$ 391.50	322	\$ 700.35	\$1,091.85
ESU 6	132	\$ 287.10	234	\$ 508.95	\$796.05
ESU 7	172	\$ 374.10	236	\$ 513.30	\$887.40
ESU 8	296	\$ 643.80	304	\$ 661.20	\$1,305.00
ESU 9	290	\$ 630.75	112	\$ 243.60	\$874.35
ESU 10	352	\$ 765.60	0	\$ -	\$765.6
ESU 11	408	\$ 887.40	64	\$ 139.20	\$1,026.6
ESU 13	888	\$ 1,931.40	546	\$ 1,187.55	\$3,118.95
ESU 15	590	\$ 1,283.25	250	\$ 543.75	\$1,827.00
ESU 16	638	\$ 1,387.65	294	\$ 639.45	\$2,027.10
ESU 17	508	\$ 1,104.90	312	\$ 678.60	\$1,783.50
ESU 18	88	\$ 191.40	272	\$ 591.60	\$783.00
ESU 19	30	\$ 65.25	374	\$ 813.45	\$878.70
Total	4998	\$ 10,870.65	4,808	\$ 10,457.40	\$ 21,328.05

Totals (Scenario A – pay all mileage):

La Vista (3 meetings): \$3,623.55 per meeting → \$10,870.65

Kearney (3 meetings): \$3,485.80 per meeting → \$10,457.40

Annual total (3 La Vista + 3 Kearney): **\$21,328.05**

Exhibit B: ESUs >50 miles away

Mileage reimbursement

>50-mile eligibility; 3 La Vista + 3 Kearney

ESU	LV >50?	LV RT	LV total 3 mtgs	KY >50?	KY RT	KY total 3 mtgs	Total annual (3 LV + 3 KY)
ESU 1	Yes	116	\$ 252.30	Yes	298	\$ 648.15	\$ 900.45
ESU 2	No	0	\$ -	Yes	230	\$ 500.25	\$ 500.25
ESU 3	No	0	\$ -	Yes	252	\$ 548.10	\$ 548.10
ESU 4	Yes	32	\$ 69.60	Yes	308	\$ 669.90	\$ 739.50
ESU 5	Yes	80	\$ 174.00	Yes	222	\$ 482.85	\$ 656.85
ESU 6	Yes	32	\$ 69.60	Yes	134	\$ 291.45	\$ 361.05
ESU 7	Yes	72	\$ 156.60	Yes	136	\$ 295.80	\$ 452.40
ESU 8	Yes	196	\$ 426.30	Yes	204	\$ 443.70	\$ 870.00
ESU 9	Yes	190	\$ 413.25	Yes	12	\$ 26.10	\$ 439.35
ESU 10	Yes	252	\$ 548.10	No	0	\$ -	\$ 548.10
ESU 11	Yes	308	\$ 669.90	No	0	\$ -	\$ 669.90
ESU 13	Yes	788	\$ 1,713.90	Yes	446	\$ 970.05	\$ 2,683.95
ESU 15	Yes	490	\$ 1,065.75	Yes	150	\$ 326.25	\$ 1,392.00
ESU 16	Yes	538	\$ 1,170.15	Yes	194	\$ 421.95	\$ 1,592.10
ESU 17	Yes	408	\$ 887.40	Yes	212	\$ 461.10	\$ 1,348.50
ESU 18	No	0	\$ -	Yes	172	\$ 374.10	\$ 374.10
ESU 19	No	0	\$ -	Yes	274	\$ 595.95	\$ 595.95
Total	—		\$ 7,616.85	—		\$ 7,055.70	\$ 14,672.55

Totals (Scenario B – >50-mile threshold):

La Vista (3 meetings): \$2,538.95 per meeting → \$7,616.85

Kearney (3 meetings): \$2,351.90 per meeting → \$14,672.55

Annual total (3 La Vista + 3 Kearney): **\$14,672.55**

Exhibit C: With Lodging

Assumptions:

- 6 in-person meetings total: 3 in Kearney + 3 in La Vista
- Mileage totals are from Exhibits A and B above
- One hotel night = \$110
- This is mileage + hotel only (no meals, parking, etc.)

1. Lodging plus All Mileage

- Hotel cost per meeting: $17 \times \$110 = \$1,870$
- Hotel cost for 6 meetings: $\$1,870 \times 6 = \$11,220$
- Add this to Exhibit A
 - Annual mileage (Scenario A): \$21,328.05
 - Plus hotels all ESUs: \$11,220
 - New annual total (mileage + 1 hotel night for all): **\$32,548.05**

2. Lodging plus those >50 miles away

- La Vista (3 meetings) 13 ESUs are >50 miles away
 - Hotel cost per La Vista meeting: $13 \times \$110 = \$1,430$
 - Hotel cost for 3 La Vista meetings: $\$1,430 \times 3 = \$4,290$
- Kearney (3 meetings) 15 ESUs are >50 miles away
 - Hotel cost per Kearney meeting: $15 \times \$110 = \$1,650$
 - Hotel cost for 3 Kearney meetings: $\$1,650 \times 3 = \$4,950$
- Add these to Exhibit B
 - Annual mileage (Scenario B): \$14,672.55
 - Total hotel cost >50-mile: $\$4,290 + \$4,950 = \$9,240$
 - New annual total (mileage + 1 hotel night for >50 only): **\$23,912.55**

6. Policy options

- a. No change
- b. Pay mileage to all ESUCC Board Meetings without virtual option.
 - Exhibit A
- c. Pay mileage to ESUs >50 miles from principal ESU location for ESUCC Board Meetings without virtual option
 - Exhibit B
- d. Mileage plus 1 overnight hotel when there is a 2 day meeting for all.
 - Exhibit C,1
- e. Mileage plus 1 overnight hotel when there is a 2 day meeting for ESUs >50 miles away
 - Exhibit C, 2

7. Controls and transparency next steps

- If the policy is changed, CEO will
 - Request policy language from legal council
 - Create procedure to
 - Determine and verify eligible ESUCC Board Members
 - Gather and confirm mileage and attendance
 - Process to reimburse ESUCC Board members 2x/yr.
 - Review with the ESUCC Treasurer and Business manager preceding the meetings when the reimbursements will be made.
 - Will have ready for implementation September 1, 2026

SRS and Project Para Staff Report

April, 2026

Software Developer-Integrator Opening

One of our software developers left the ESUCC last week. We have posted the position and are beginning our hiring process.

SRS

We are in the process of entering into a contract with Don't Panic Labs of Lincoln, Nebraska to assist us in improving our software engineering practices and accelerating our software modernization work beginning with the SRS project. We plan to begin work with Don't Panic Labs in late July, involving all of our technology division staff.

A key component in many of the enhancements we plan for SRS is an Application Programming Interface (API). This will allow for more flexible integrations between SRS and other software as well as separate front-end display logic from the data and business logic of the system. This separation reduces the amount of code that needs to change when revisions are needed to the software. We expect this will be a first project with Don't Panic Labs when we begin co-development work with their team.

In the nearer-term, this July, our team will be releasing a new method for simplifying form revisions behind the scenes, updating the IEP form based on changes to the sample IEP form released by NDE, updates for ADVISER reporting for 2026-2027 and investigating solutions to printing problems caused by extra markup codes carried along when users paste text into the system from other software.

We have produced a short overview video of the SRS software to share with Michigan Association of Intermediate School Administrators (MAISA) and continue to explore a potential partnership with them.

Project Para

The work on Project Para has shifted from our software development and support in the past to Bill Schroeder and Shara Johnson updating the course content and answering help tickets from users of the course. We are preparing our 2026-2027 funding request to submit to the NDE.



Ed Resources Committee Report

Division: Teaching & Learning

Division Lead: Andrew Easton, Chief Learning Officer

Reporting Period: March 2026

Accessibility

- The Canvas Consortium team finalized [three asynchronous courses](#) that are housed in the Nebraska Learning Network (NLN)
 - One on [Accessibility Essentials](#), one that is a Google-specific training, and one that is a Microsoft-specific training
 - Each course has a certificate of completion
- NCADEMI will be presenting two sessions at the Future Ready Nebraska Conference (6/1-2), one for leadership on how to develop an accessibility roadmap and an additional session on making PDFs accessible.
- NCADEMI will also be presenting a session on tables and spreadsheets at May ESUPDO
- Presented on accessibility at ESU 6 (3/2)
- Presented on accessibility at ESU 5 (

Artificial Intelligence

- Presented a follow-up virtual session on AI in Education for Creighton Community Schools (3/11)
- Presented a half day all-staff onboarding to AI in education for Ord Public Schools (3/16)
- Presented on AI in Education at NRCSA (3/19)
- Continued [amassing resources](#) for the SupportedED AI Page
- Continued developing a pilot project with/between the ESUCC, [Great Minds \(Wit & Wisdom\)](#), and Swivl ([M2](#)) in an effort to create an AI support for teachers and literacy coaches.
 - [Seeking schools that use Wit & Wisdom materials to partner with for the pilot this spring](#) with the intent of arriving at a deliverable product by the start of the 2026-2027 school year.
 - Finalized the MOU between the partners involved along with a DPA agreement for schools in the project to utilize

- Launched the pilot at Hampton Public Schools on 4/15

Behavior Intervention Training (BITS)

- BITS reporting is through <https://birt.esucc.org/>
 - Reporting is due on or before June 30th annually.
- Bulk upload feature is now live
 - Access the [demo video here](#) (Thanks to Todd and Lake)
- Created this [BITS Acknowledgement of Participation/Completion Form](#) and shared it with colleagues statewide to aid with building level reporting
- Coordinating efforts to create a Build Your Own BITS Training for those who have previously completed the BITS 101 and/or BITS 102. The aim is to provide educators with the agency to create their own personalized, professional learning pathway/playlist by selecting a set number of videos from the over 30+ videos we plan on creating. Each is a practical, 2-3 minute piece that focuses on a specific strategy or approach to one of the three pillars of the BITS training.

Canvas Consortium

- The Nebraska Canvas Virtual Roadshow will be held on June 11, 2026. Register at bit.ly/2026CanvasRoadshow
- Conversations regarding utilizing Canva for ESUPO and the affiliates has moved to next steps: feedback from affiliate leadership
 - Affiliates are seeking a place to house content that was once on their affiliate webpage
 - ESUPO is seeking an ideal place to house resources, communication, etc. ongoing
 - The [Nebraska Learning Network](#) currently houses 50+ asynchronous professional learning opportunities that could be more readily accessed via Canvas
- Coming Soon: Free to Access UDL Courses built with Novak Education

Digital Citizenship

- The [Digital Citizenship page](#) of the SupportED site was completed in January and we are currently moving that content to Unanimous' servers. Unanimous is also revising the site to ensure full functionality of the features requested by the Rule 84 priority group.
- NE Digital Citizenship Collaborative
 - Committed to meeting three times a year to provide updates and give feedback on the Digital Citizenship SupportED page
 - Committed to further instantiating the [Edvolve Framework](#)

- Kristen Mattson will keynote the Future Ready Nebraska Conference and provide an avenue for communicating the SupportedED site and our commitment to this work
- Kristen Mattson will deliver four statewide webinars in 2026-2027 that will onboard educators to the Edvolve Framework
 - Digital Safety on Tuesday, September 1st from 3-3:45
 - Media Literacy on Tuesday, October 27th from 3-3:45
 - Social Responsibility on Tuesday, February 16th from 3-3:45
 - Digital Wellbeing on Tuesday, April 27th from 3-3:45
- Met with Jay Martin to discuss aligning Jay's digital safety materials with [The Edvolve Framework](#) and communicating that work through the SupportedED DigCit page.
- Met again with Jane Davis of Hersey Public Schools to invite her and Anna Weber to join the Digital Citizenship Collaborative in an effort to expand the reach of NRCSA's digital citizenship programming while also aligning that work to [The Edvolve Framework](#)

Distance Learning, NVIS, and VFT

- Working on another update to the [NVIS Homepage Design](#)
 - Compare it to [the old NVIS site](#)
- DL Promo Video Series
 - [DL Promo Video](#)
 - [DL Administrator Testimonial](#)
 - [DL Teacher Testimonial](#)
 - [DL Student Testimonial](#)
 - [The Latest in DL Technology](#)
- Additional communication resources in support of DL
 - [Distance Learning One-Pager for 2025](#) (Updated)
 - [Norms for On-Site Proctors and Special Education Staff](#)
- Finalizing the development of a DL Teacher Support Site on NVIS
 - Access the [dev site to see the page pre-launch](#)
 - Aim is to create an Admin Page and a Proctor/Receiving Site Page by the end of the semester
- DL Teacher Survey
 - Finalized [this survey](#) and sent it to every DL teacher statewide.
 - Seeking DL teacher input on their preferences for topics and modalities for receiving professional learning on DL

ESUCC Updates

- **Please send an update identifying your ESU retirees (and who to contact about recognizing them) to Erin Bussen at ebussen@esucc.org**
- Ongoing efforts toward [the ESUCC site redesign](#) that will be available in late April 2026

- Collected input on the content of the ESUCC services pages
- In the process of creating working drafts of all aspects of the site prior to a content freeze on April 20th anticipating the April 24th launch date

Future Ready Nebraska Conference

- 2026 FR Nebraska Conference (6/1-2/26)
 - Access the [Promotional Flier for the Future Ready Nebraska Conference](#)
 - Partnered with [SchoolAI](#) as the first and only FRNC sponsor. Funds from that partnership will go to conference expenses that are paid directly by SchoolAI to the vendor.
 - Featured Speakers: [Dr. Kristen Mattson](#), [Amanda Bickerstaff](#), [Jennifer LaGarde](#), [Katie Novak](#), [Matt Winters](#), the [NCADEMI Team](#), [Tony Frontier](#), [Brian Buffington](#), [John Meehan](#), and more...
 - Finalizing the agenda, session details, food, and other logistical details ahead of the event

The Good Life EDU Podcast

- Created 1 new episode of [The Good Life EDU Podcast](#)
 - **Episode 235:** [Back to the Classroom: On Rediscovering Joy and AI-Powered Creativity in CTE](#) with Tisha Richmond

The Nebraska Ed Leadership Live Show

- Hosted the fifth and sixth episodes of [The Nebraska Ed Leadership Live Show](#) - featuring the NDE SEED Team (supported by NCSA)
 - Episode 1: [John Skretta, Lincoln Public Schools](#)
 - Episode 2: [Keri Homan and Matt Stetson, Crawford Public Schools](#)
 - Episode 3: [Jamie Cook, Literacy Officer at NDE](#)
 - Episode 4: [Thomas Lee, Principal of Westview High School \(OPS\)](#)
 - Episode 5: [NRCSA Leadership: Stephanie Kaczor and Andy Havelka](#)
 - Episode 6: [Jackie Nielsen and James Ford, Beatrice Public Schools](#)

Nebraska PowerSchool Cooperative

- PowerSchool support for districts previously served by ESU 10 are transitioning to receiving services from the ESUCC's Nebraska PowerSchool Cooperative
 - [Here's the one-pager with more details](#)

PDO Planning

- Access this [ESUPO Event Card](#) for an at-a-glance look at the ESUPO Structure for 2026-2027
- Nearing [a finalized agenda](#) for the ESUPDO event in May
- Intention is to turn ESUPO Planning meetings into Affiliate Leadership meetings
- Here's the [Generating Statewide Deliverables Request Form](#) for '26-'27
 - Redistributed [this video detailing the GSD Time](#)
 - **GSD Time Requests for September ESUPO are due by close of day Friday, April 17th**

SupportED Site

- A Rule 84 Professional Learning Collaboration
- Held additional meetings with Unanimous on site fixes for SupportED
- Reached out to national AI experts in an effort to receive links and other resources for an AI SupportED page
- Ongoing conversations with the NDE SEED Team on the possibility of a leadership learning page on the SupportED site

Textbook Loan Program

- Textbook Loan requests from nonpublic schools for 2026-2027 were finalized in March, and we are nearing the end of the ordering process. Special thanks to Erin Bussen for her efforts with this work!

CEO Report to the Board

April 2026

Apr 16, 2026 Committees

Apr 17, 2026 Board

New Business			
<input type="checkbox"/>	Executive ▾	Board Member Mileage	Mileage Reimbursement for ESUCC Board Meetings
<input type="checkbox"/>	Educational Resour... ▾	2027 Recognition Dinner	Purpose: <ul style="list-style-type: none"> Recognize 5-10-15-20+ and Retirement ESUCC pays for Retiree, all other flows through agency
<input type="checkbox"/>	Legal ▾	Session-End Report of ESUCC Priorities	Report of the lobbying efforts
<input type="checkbox"/>	Legal ▾ and Full Board	Governor Student Leaders Across the State Event	October 26, 2026 at ESU 3. Feedback: <ul style="list-style-type: none"> Zoomland? Can it zoom from classrooms? Or even school districts to join? With ESU person at the school? That will get more involvement. If questions were not asked, they were disappointed. Have the ESU available AND have it in the classrooms. Central sites throughout the state, multiple in an ESU Panel - kids were bored. Main focus - how to get kids involved in civic engagement. Opportunities for state government.
<input type="checkbox"/>	Information Services ▾	Personnel Update	Two vacancies. <ul style="list-style-type: none"> PowerSchool Technology Division
<input type="checkbox"/>	FULL BOARD ▾	Strategic Planning Update	Met with Mission Matters March 27, signed contract April 6. Beginning to finalize questions for stakeholder focus groups.
<input type="checkbox"/>	FULL BOARD ▾	Policy Updates from Perry Law Firm	Dr. Brian Maschmann will share information he learned regarding the annual Perry Updates. NASB Policy Support Service

<input type="checkbox"/>	FULL BOARD ▾	The Learning Community	79-1245: <ul style="list-style-type: none"> • Educational Service Unit Coordinating Council; created; composition; funding; powers. • (1) The Educational Service Unit Coordinating Council is created. The council shall be composed of one administrator from each educational service unit and beginning July 1, 2017, one nonvoting administrator from each learning community.
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New Since Committee Meetings

<input type="checkbox"/>			
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Old Business

<input type="checkbox"/>	Select a Committee ▾		
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ESUCC
Educational Resources Committee Meeting
Thursday, April 16, 2026, 12:30 PM
ESU 3 plus Zoom, 6949 South 110th Street, La Vista, NE 68128

1. Call to Order

This is a committee of the Educational Service Unit Coordinating Council. The chairperson or designee will call the committee meeting to order. Per Policy 1008, "Committees shall not have legislative or administrative functions, except as specifically authorized by the Board. All matters except those of routine or emergency nature may be referred to a committee before action by the Board...Summaries of all committee meetings shall be reported to the Board for its information, recording and possible action, as directed by the Board." No formal action will be taken in committee meetings, although recommendations for such action may be made by the committee to the Board.

The Educational Resources Committee Meeting was called to order at 12:30pm.

1.1. Roll Call

2. ESU Professional Development Organization (PDO) and Affiliate Reports

2.1. Staff Development Affiliate (SDA) Report

Brooke Kavan, SDA Recorder, reviewed the linked SDA Report 25-26 document.

2.2. ESU Special Education Director (ESPD) Affiliate Report

No one from the ESPD affiliate group was able to attend.

2.3. Teaching and Learning with Technology (TLT) Affiliate

Laurie Kerr, TLT Co-Chair, reviewed the linked 2025 Ed Resources Meeting Share-Outs document.

3. Nebraska Department of Education (NDE) Updates

Nebraska Department of Education Updates from:

- Dr. Shirley Vargas - NDE School Transformation Officer & Office Administrator
- Amy Rhone - NDE Office of Special Education Administrator/State Director
- Allyson DenBeste - NDE Academic Officer & Office Administrator
- Jamie Cook - NDE Literacy Officer

Allyson DenBeste, NDE Academic Officer & Office Administrator, reviewed the linked ESUCC Ed Resources Committee: NDE Updates 2025-26 document.

4. LETRS Charter Sponsor

ESUCC CEO Dr. Polk will provide the Board information about the ESUCC being a statewide charter for sponsoring facilitator training.

There have been changes within Lexia. ESUCC can be a LETRS Charter Sponsor, so those who are trained at the Vol 1 and Vol 2 Facilitator training can train anywhere in Nebraska.

There was not enough interest in the Early Childhood Facilitator training, so we will not move forward with providing the training.

5. Chief Executive Officer (CEO) Report

CEO Report to the Board - April 2026

ESUCC CEO Dr. Polk reviewed the attached CEO Report to the Board - April 2026 document.

ESUCC CLO Andrew Easton discussed the May 2026 and May 2027 PO events.

5.1. Tech Support (SRS and Project Para) Update

- SRS
- Project Para

ESUCC CIO Scott Isaacson reviewed the attached SRS-Para Report 2026-04 document.

5.2. Distance Learning, Training Support, and Instructional Materials

- Distance Learning NVIS
- Behavior Intervention Training (BITS)
- Canvas
- Non-Public Textbook Loans

ESUCC CLO Andrew Easton reviewed the attached Teaching & Learning ESUCC Ed Resources Committee Report-4.12.2026 document.

5.3. SMART

ESUCC CEO Dr. Polk provided the SMART update. The Arkansas SMART instance will be fully functional in July, so they can use SMART for ESA for next year.

SMART for NE — Need to find a better way to communicate improvements. Some of the most recent changes made include: multiple people can collaborate in some fields, school improvement goal fields, the ability to toggle on descriptions and funding sources. The SMART Advisory Committee met this morning. There will be some routine items added to the SMART Advisory Committee meeting agenda going forward: service audit and procedure manual audit.

6. Next Meeting Agenda Items

7. Adjournment

The Educational Resources Committee meeting adjourned at 1:29pm.

Minutes respectfully submitted by Mindy Reed, ESUCC Executive Secretary to the CEO.

Coop Directors report to ESUCC Board
 submitted by: Craig Peterson

1. Coop Summary

- a. Total Number of Contracts 150 (2025-2026)
- b. Total Number of Vendors 134 (2025-2026)
- c. Member Accounts enabled in ESUCC Marketplace (these are single district or agency accounts with multiple shipping addresses or buildings) – 438, down from 439 last year (due to consolidations).
 - i. Cities – 2025-2026 10 (2024-2025 9)
 - ii. Counties – 2
 - iii. Higher Ed – 8
 - iv. State Agencies – 7 (Public Health Departments)
 - v. Private Schools (disclaimer, many Private schools are listed under an ESU with the publics so this number should be higher) – 40
 - vi. Public/Private Schools listed under an ESU – 2025-2026 369 (2024-2025 371)
- d. Purchasing members – 408 (2024-2025) compared to 411 (2023-24)
- e. Food Program Participants – 165 (2025-2026) compared to 147 (2024-25)

Sales/Revenue/Savings (03/04/2026)

	2022-23	2023-24	2024-2025	2025-2026 Partial year
Sales	\$28,863,734.69	\$26,202,146.01	\$25,291,922.98	\$14,202,107.41
Revenue expected/received	\$649,836	\$572,784.19	\$554,887.71	\$283,446.53.42/\$274,284.03
Savings	\$7,875,838.03	\$8,221,418.21	\$8,477,945.64	\$5,650,105.96
Total Savings %	27.29%	31.38%	33.52%	36.26%

YTD Last Fully Reported Quarter

Q4 2024	Q4 2025	Change	% Change
\$5,915,068.39	\$5,240,218.20	-\$674,850.19	11.40% Decrease

By Program (2025-2026 Q4, fully reported)

- AEPA** – is down \$1,302,598.63 in Q4
- Special Buys** – is up \$322,263.66 in Q4
- Prime Vendor** – is up \$305,484.78 in Q4
- Food Vendor Sysco**– was up \$835,704.52

South Dakota Schools	Sales	Savings
St. Francis Indian School	\$28,861.24	\$9,620.41
White River School District 47	\$21,725.05	\$7,241.69
Total	\$50,586.29	\$16,862.10

Custodial - HD Supply is now being reported as a Special Buy

Annual Buy – no reported Annual Buy sales in Q4

All Programs combined – was down \$722,467.47 for Q4 over the 2024-2025 school year.

ESUCC Marketplace Metrics last 30 days (04/08/2026)

- New Users 159 – down 34%
- Users' w/ Login 2,490 – up 478%
- User's w/ Order 248 – up 7%
- Orders 492 – up 49%
- Marketplace Spend \$474,668.38– down 34%
- Items Replaced 92 –up 197%
- Savings Achieved with Replacements - \$4,894.50 up 444%
- Spend By Month (Last 12 Months)
 - May, 2025 - \$264,441.05
 - June, 2025 - \$202,293.09
 - July, 2025 - \$101,188.79
 - August, 2025 - \$45,729.56
 - September, 2025 - \$28,860.13
 - October, 2025 - \$170,778.05
 - November 2025 - \$15,404.29
 - December, 2025 - \$29,610.31
 - January 2026 - \$69,192.91
 - February 2026 - \$441,196.41
 - March 2026 - \$750,585.43
 - April 2026 - \$66,978.17 (04/08/2026)
- Total Sales through ESUCC Marketplace January 1 – December 31
 - 2026 - \$1,327,952.92
 - 2025 - \$4,261,275.26
 - 2024 - \$4,455,077.32
 - 2023 - \$4,678,475.72
 - 2022 - \$4,833,639.06
 - 2021 - \$4,225,591.97
 - 2020 - \$4,989,205.11
 - 2019 - \$4,470,323.01
 - 2018 - \$4,449,044.40
 - 2017 - \$3,863,795.56
 - 2016 - \$4,070,589.58
 - 2015 - \$28,155.70

2. Interlocal Agreements for Approval (Non-Consent Agenda item with Resolution)

- a. Board of Trustees of the Nebraska State Colleges (Chadron, Peru, Wayne State Colleges)
- b. City of Lincoln
- c. College of Saint Mary
- d. Creighton University
- e. Doane University

- f. Metropolitan Community College
- g. Nebraska Department of Education
- h. Nebraska Indian Community College
- i. Nebraska Wesleyan University
- j. Northeast Community College
- k. Omaha Public Library
- l. Southeast Community College
- m. Union College dba Union Adventist University

3. Coop Contracts for Approval

- a. **Special Buy Contracts/Addendums/Extensions**
 - i. Approve Special Buy agreement with Pickup Lines Striping
 - ii. Approve Addendum with Securly

4. 2025-2026 Coop Goal

- a. **2025-2026 Goal:** Optimize Annual Buy Catalog for Member Value and Competitive Advantage
 - i. To date the following tasks have been completed and our Goal has been met
 - A Report of 4 Year Sales history was created and then merged with current line items in the bid to see where gaps appear, identifying items that we haven't received bids on or where we have no reported sales in 4 years.
 - Goal was met on September 18 prior to the publishing of bids on October 1.
 - The following number of items have been identified and:
 - a. 2,773 lines for the 2026 Annual Buy were evaluated
 - b. 360 items removed from the bid for not having any sales history in the last 4 years.
 - c. 113 items Kept Item in Catalog
 - d. 47 Recent New Item – Kept
 - e. 247 items we have Updated the specifications for the following reasons:
 - i. Item was previously listed as an ONLY, meaning we would only accept a specific Manufacturer Model number. Specification changed to an Equivalent thus opening up the possibility of another manufacturer's model number could be bid.
 - ii. Added additional equivalent manufacturers to encourage others to bid. Sometimes if a vendor sees it

listed in the specification they will bid, otherwise they overlook it.

- f. 2 items moved to another bid section to align with vendors that would bid these items

- b. **Secondary Goal:** Compare Annual Buy prices with marketplace competitors to measure relative savings.

- i. The data confirms that the Annual Buy Program is delivering exceptional value. By utilizing this program rather than standard year-round procurement channels, school districts are seeing an average 103% difference in markup.
- ii. 426 items have been analyzed; districts are avoiding costs that would have more than doubled their expenditures had they sourced outside of the Annual Buy. These savings allow for:
 - Budget Reallocation: Redirecting funds back into classroom resources and student services.
 - Increased Purchasing Power: Enabling districts to acquire a higher volume of necessary supplies within existing budget constraints.
 - Price Stability: Protecting district budgets from the volatility of the open market.

5. Annual/Paper Buy

- a. **Definition of the Annual Buy:** This is a line item bid where vendors are awarded by line item. If there is a tie for the bid price then a Nebraska vendor wins over an out of state vendor, otherwise it goes to a coin flip. Bids are sent to registered vendors nation-wide in October. Bid Awards announced in December and January, catalogs with over 4,200 items are published and distributed to schools/members in February. The orders are then aggregated by address (all teacher/staff orders for items are aggregated into one line item per address) and sent to vendors in March and April and merchandise is delivered to the Cooperative members during May through July. The product categories offered are as follows: Electronics and Related Supplies, General Supplies, Furniture, Copier Paper, Maintenance-Shop Supplies, Health & Safety Supplies, Athletic Equipment & Supplies, Hot Lunch Equipment & Supplies, Science Equipment & Supplies, and Art Equipment & Supplies.
- a. **2026 Annual Buy Timeline - Shareable List for Schools**
 - i. **Annual Buy Teacher/Staff deadline – April 13, 2026**
 - ii. **First Day for 400 Paper delivery – April 13, 2026**
 - iii. **First Day for Annual Buy delivery – May 25, 2026**
 - iv. **Delivery Deadline for 400 Paper - June 15, 2026**
 - v. **Delivery Deadline Annual Buy Items - July 24, 2026**
- b. The 2026 Paper Buy closed on March 6th, with orders totaling \$795,056.08 sent to Paper101. This represents a decrease of \$67,764.55 compared to 2025.
 - i. Yearly Paper Buy Sales

1. 2026 \$795,056.08
2. 2025 \$862,820.63
3. 2024 \$871,110.81
4. 2023 \$827,466.83
5. 2022 \$974,761.14
6. 2021 \$672,037.21
7. 2020 - \$856,459.15
8. 2019 - \$957,712.43
9. 2018 - \$866,109.76
10. 2017 - \$790,259.16
11. 2016 - \$925,156.08

c. **2026 Paper Buy Quantities**

- i. 21,231 total cases of paper sold (Compared to 23,430 in 2025), overall volume is down 2,199 cases. This equates to approximately 25.275 Truckloads of paper statewide (Compared to 27.89 Truckloads in 2025 or 2.615 truckloads less).
- ii. 18,427 of that was 8.5 x 11 20 lb. white (compared to 20,578 last year, 2,151 less than last year)
- iii. 2 Schools/ESUs purchased full truckloads down from 4 last year (Lexington and Wahoo didn't order truckloads this year)
 1. Hastings Public
 2. ESU 7

d. **Annual Buy Information and Events**

- i. 04/08/2025 Annual Buy \$970,254.50 last year's totals for the same time period was \$1,529,558.58, we are down \$993,675.79 at this point. Last year we ended with \$1,642,324.50 in Annual Buy orders.
 1. Last year we had 39,143 Total lines of orders submitted, this year we currently have (04/08/2026) 22,826 a difference of 16,317 lines.
 1. All of these numbers typically change drastically in the last week and even in the last 2-3 days leading up to the deadlines

6. **Definition of AEPA:** The Association of Educational Purchasing Agencies (AEPA) is a group of Educational Service Agencies/political subdivisions organized through a Memorandum of Understanding between all participating states for the purpose of securing combined volume purchasing contracts based on potential sales by qualifying customers in participating states. Of the many advantages to this unique purchasing group, are the combined human resources representing purchasing/bidding expertise, current and past vendor relationships, past experience and overall vision with regard to the needs of the qualified customers within each represented state. Nebraska is a founding member of AEPA, which started with ten states in 2000 and now has grown to 31 states. AEPA is a voluntary run organization and asks for volunteers from the membership to complete work in Bid Oversight, Administrative Committees, Marketing, Website management, Reporting and other areas as required.

a. **Spring AEPA Meeting April 27-29, Omaha**

i. **Monday April 27**

- 8:00 AM – 4:30 PM General Meeting + 1:1 Roundtables

ii. **Tuesday April 28**

- 8:00 AM – 4:00 PM General Meeting + Keynote + Sessions
- 5:00 PM Reception

- 6:00 PM Dinner + MVP Awards
 - iii. **Wednesday April 29**
 - 8:00 AM – 4:30 PM Roundtable Discussions + Lightning Talks
 - iv. **This Spring 2026 format allows AEPA to:**
 - Provide intentional 1:1 engagement with vendors at the highest current sales level
 - Include all vendors for a full day of sessions and connection
 - Create a Wednesday experience that is specifically designed to support vendors who are new, growing, or currently seeing limited/no sales activity
- b. **Future AEPA Meetings**
- Annual Meeting Omaha, NE April 27-29, 2026
 - Regular Meeting Louisville, KY November 10-12, 2026
 - Annual Meeting San Antonio, TX April 26-28, 2027
 - Regular Meeting Phoenix, AZ November 9-11, 2027
- c. [AEPA Webinar Series Playlist](#) – The AEPA organization conducts monthly webinars featuring a vendor partner to showcase their specific offerings available through the AEPA solicitation. A comprehensive archive of all recorded webinars is compiled in this list. They include the following vendors.
- i. Brightly - [Optimizing Operations: Asset Management Tools for Schools & Agencies](#)
 - ii. Mackin – [Designing Engaging Learning Experiences](#)
 - iii. Rolute Guard - [Safeguarding Our Communities: Enterprise-Grade Cybersecurity for Public Entities](#)
 - iv. CDW-G - [Understanding the Device Lifecycle](#)
 - v. Best Plumbing - [Stockroom Organization with Best Plumbing](#)
 - vi. Busch Systems - [Sustainable Solutions: Waste Reduction and Diversion with Busch Systems](#)
 - vii. School Specialty - [Considerations for School Safety in Today’s Environment](#)
 - viii. Flinn Scientific - [Science Laboratory Safety](#)
 - ix. FieldTurf - [EasyChange: The Latest Game-Changer for Baseball & Softball](#)
 - x. Kajeet - [Emergency Preparedness: Are You Ready for the Unexpected?](#)
 - xi. Blink - [Powering the Future: Understanding EV Charging Solutions](#)
 - xii. Hellas Construction – [The History of Turf: Generations of Innovation and Play](#)

7. Marketing

- a. 31 Campaigns have been sent/scheduled since the last meeting –Please share the list with your Superintendents and other appropriate groups.
 - i. [FINAL Last Call - Paper Buy 2026](#) – 39% open rate
 - ii. [Capstone - PebbleGo Package Options](#) – 39.9% open rate
 - iii. [Best Plumbing - March 2026 New Items](#) – 44.7% open rate
 - iv. [Annual Buy 2026 - Athletic Supplies](#) – 52% open rate
 - v. [AEPA Webinar Series 03/18/2026 IKIO - Athletic Lighting Upgrades Made Effortless](#) – 42.9% open rate
 - vi. [Annual Buy 2026 - Sanitation & Health Supplies](#) – 42.1% open rate

- vii. [Busch Systems - Save Money by Choosing Easy to Service Bins](#) – 43.3% open rate
 - viii. [eMackin Monthly Digital Digest](#) – 40.1% open rate
 - ix. [CDW-G - Build a Stronger K–12 Cybersecurity Culture](#) – 41.9% open rate
 - x. [Midwest Technology - Safety Eyewear](#) – 39.8% open rate
 - xi. [Class Intercom- Leading School Social Media Management Platform Adds Survey & Engagement Suite](#) – 39.3% open rate
 - xii. [2026 Annual Buy - General School Supplies](#) – 42.3% open rate
 - xiii. [Quill - Spring clean and save with Quill House brands](#) – 38% open rate
 - xiv. [Annual Buy 2026 - Deadline Approaching](#) – 42.5% open rate
 - xv. [Schoolai Webinar: AI Policy 101 for Nebraska Schools](#) – 37.3% open rate
 - xvi. [Annual Buy 2026 - 14 Days to Deadline](#) – 47.9% open rate
 - xvii. [Sysco - Produce Market Outlook](#) – 48.8% open rate
 - xxviii. [Demco - Satellite Mobile Storage Collection](#) – 37% open rate
 - xix. [AEPA Webinar Series 04/15/2026 - Quill - More Than School Supplies: Supporting Everyday Needs and Larger Projects](#) – 45.6% open rate
 - xx. [Class Intercom - Register Now! 2026 NETA Student Content Challenge](#) – 42.2% open rate
 - xxi. [Capstone - Spark Curiosity and Build Literacy with PebbleGo!](#) – 38.3% open rate
 - xxii. [Annual Buy 2026 - 6 Days to Deadline](#) – 38.5% open rate
 - xxiii. [Sysco - Produce Market Outlook](#) – 45.4% open rate
 - xxiv. [Just Right Reader - Summer Success: Retaining Literacy Skills Beyond the School Year](#) – 33.4% open rate
 - xxv. [Brisk Teaching: AI That Actually Knows What You Teach](#) – Scheduled
 - xxvi. [Annual Buy 2026 - 4 Days to Deadline](#) - Scheduled
 - xxvii. [Best Plumbing - April 2026 New Items](#) – Scheduled
 - xxviii. [Annual Buy 2026 - Last Call!](#) - Scheduled
 - xxix. [What is SchoolsPLP & How is it different than what I currently use?](#) – Scheduled
 - xxx. [eMackin Monthly Digital Digest](#) – Scheduled
 - xxxi. [Reminder: 2026 Annual Subscription Renewal Window](#) - Scheduled
- b. If users have previously unsubscribed from receiving these emails, then they can re-subscribe or have other staff subscribe by visiting the following link <http://eepurl.com/gTsUCv>, choose the District-Building Contacts to receive Cooperative Purchasing emails about order deadlines and vendor announcements. After submitting your subscription request, check your email, you may receive email from MailChimp requiring you to confirm this submission.

8. Additional Information & Meetings

- i. **Communications with the following vendors/organizations since last board meeting:** Infobase Learning, Capstone Publishing, AEPA School-Office Supplies committee, Unanimous, Securly, ESU 16 & Zoom (Mark Manners) weekly,
- ii. **Conferences/Webinars/Trainings:** NRCSA Conference

CEO Report to the Board

April 2026

Apr 16, 2026 Committees

Apr 17, 2026 Board

New Business			
<input type="checkbox"/>	Executive ▾	Board Member Mileage	Mileage Reimbursement for ESUCC Board Meetings
<input type="checkbox"/>	Educational Resour... ▾	2027 Recognition Dinner	Purpose: <ul style="list-style-type: none"> Recognize 5-10-15-20+ and Retirement ESUCC pays for Retiree, all other flows through agency
<input type="checkbox"/>	Legal ▾	Session-End Report of ESUCC Priorities	Report of the lobbying efforts
<input type="checkbox"/>	Legal ▾ and Full Board	Governor Student Leaders Across the State Event	October 26, 2026 at ESU 3. Feedback: <ul style="list-style-type: none"> Zoomland? Can it zoom from classrooms? Or even school districts to join? With ESU person at the school? That will get more involvement. If questions were not asked, they were disappointed. Have the ESU available AND have it in the classrooms. Central sites throughout the state, multiple in an ESU Panel - kids were bored. Main focus - how to get kids involved in civic engagement. Opportunities for state government.
<input type="checkbox"/>	Information Services ▾	Personnel Update	Two vacancies. <ul style="list-style-type: none"> PowerSchool Technology Division
<input type="checkbox"/>	FULL BOARD ▾	Strategic Planning Update	Met with Mission Matters March 27, signed contract April 6. Beginning to finalize questions for stakeholder focus groups.
<input type="checkbox"/>	FULL BOARD ▾	Policy Updates from Perry Law Firm	Dr. Brian Maschmann will share information he learned regarding the annual Perry Updates. NASB Policy Support Service

<input type="checkbox"/>	FULL BOARD ▾	The Learning Community	79-1245: <ul style="list-style-type: none"> • Educational Service Unit Coordinating Council; created; composition; funding; powers. • (1) The Educational Service Unit Coordinating Council is created. The council shall be composed of one administrator from each educational service unit and beginning July 1, 2017, one nonvoting administrator from each learning community.
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New Since Committee Meetings

<input type="checkbox"/>			
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Old Business

<input type="checkbox"/>	Select a Committee ▾		
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ESUCC
Legal Committee Meeting
Thursday, April 16, 2026, 2:00 PM
ESU 3 plus Zoom, 6949 South 110th Street, La Vista, NE 68128

1. Call to Order

This is a committee of the Educational Service Unit Coordinating Council. The chairperson or designee will call the committee meeting to order. Per Policy 1008, "Committees shall not have legislative or administrative functions, except as specifically authorized by the Board. All matters except those of routine or emergency nature may be referred to a committee before action by the Board...Summaries of all committee meetings shall be reported to the Board for its information, recording and possible action, as directed by the Board." No formal action will be taken in committee meetings, although recommendations for such action may be made by the committee to the Board.

The Legal Committee Meeting was called to order at 2:01pm.

1.1. Roll Call

2. Cooperative Purchasing Update

Craig Peterson, Director of Cooperative Purchasing, will provide an update to the board.

2.1. Cooperative Purchasing (Coop) Special Buy Agreements

Recommended Motion: Recommend to the ESUCC Board to approve the Special Buy Agreements with Pickup Lines Striping and Securly Inc., as presented.

Craig Peterson, Cooperative Purchasing Director, reviewed the attached Special Buy Agreements.

Recommend to the ESUCC Board to approve the Special Buy Agreements with Pickup Lines Striping and Securly Inc., as presented Passed with a motion by Wheelock, Melissa (ESU 10) and a second by Poppert, John (ESU 11).

Dr. Bill Heimann (ESU 01): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Phillip Picquet (ESU 15): Yea
Dr. Takako Olson (ESU 18): Yea
Yea: 6, Nay: 0

2.2. Cooperative (Coop) Purchasing Resolution

RESOLUTION

WHEREAS, on April 17, 2026, at a duly convened and scheduled meeting of the Educational Service Unit Coordinating Council, also known as the ESUCC, it was recommended and deemed advisable that the Council enter into the Interlocal Agreements with:

- Board of Trustees of the Nebraska State Colleges
- City of Lincoln
- Clarkson College
- College of Saint Mary
- Creighton University
- Doane University
- Metropolitan Community College
- Nebraska Department of Education
- Nebraska Indian Community College
- Nebraska Wesleyan University
- Northeast Community College
- Omaha Public Library
- Southeast Community College
- Union College dba Union Adventist University

to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

AND WHEREAS, consideration of the matter was a duly advertised agenda item for the said meeting of the ESUCC;

AND WHEREAS, an opportunity was afforded any interested party to comment on the matter; and the ESUCC being apprised of the various aspects of the issue;

AND WHEREAS, the Board has determined that entering into the Interlocal Agreement is in the best interests of the ESUCC and its members and is appropriate to provide for the efficient and effective operation of the ESUCC;

NOW BE IT THEREFORE RESOLVED that the ESUCC's Executive Director be authorized on behalf of the ESUCC, pursuant to this Resolution, to affix his signature to the aforementioned Interlocal Agreements and to do all things necessary to comply with said Agreements.

It was so moved by _____ and seconded by _____ this 17th day of April, 2026.

Recommended Motion: Recommend to the ESUCC Board to approve the attached Resolution, as presented.

Craig Peterson, Cooperative Purchasing Director, reviewed the resolution below.
Recommend to the ESUCC Board to approve the attached Resolution, as presented Passed with a motion by Harris, Drew (ESU 09) and a second by Heimann, Bill (ESU 01).

Dr. Bill Heimann (ESU 01): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Phillip Picquet (ESU 15): Yea
Dr. Takako Olson (ESU 18): Yea

Yea: 6, Nay: 0

2.3. Peterson Report

Craig Peterson, Cooperative Purchasing Director, reviewed the attached 2026-04 Coop Peterson Report document.

3. ESUCC Legislative Priorities Report

Discuss any relevant legislative bills or concepts and provide direction for CEO Polk.
ESUCC CEO Dr. Polk reviewed the attached Session-End Report of ESUCC Legislative Positions 2026 document.

4. Chief Executive Officer (CEO) Report

CEO Report to the Board - April 2026

ESUCC CEO Dr. Polk reviewed the attached CEO Report to the Board - April 2026 document.

5. Legislative Updates

CEO Polk and Bromms will update the board on any legislative related issues in the upcoming session.

Jason Bromm, Curt Bromm, and Payton Coulter from Bromm & Associates attended via Zoom to provide a legislative update.

6. NDE Advocacy Priorities at 2:45pm CST

Lane Carr, Administrator, Office of Policy and Strategic Initiatives at the NDE, will join the meeting to share and discuss advocacy priorities.

Lane Carr, Administrator, Office of Policy and Strategic Initiatives at the NDE, joined via zoom to provide some NDE advocacy priorities.

7. Next Meetings Agenda Items

8. Adjournment

The Legal Committee Meeting adjourned at 2:54pm.

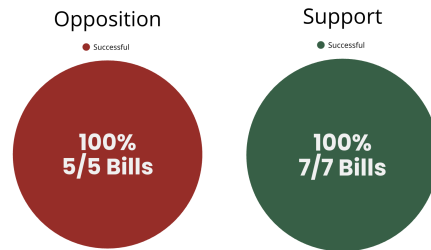
Minutes respectfully submitted by Mindy Reed, ESUCC Executive Secretary to the CEO.



4/15/2026

Second Session of 109th Legislature

Report of Legislative Priorities for the 109th Legislature, 2nd Session



Lobbying efforts successful in 100% of bills supported and opposed.

Bill Number	Introducer	Bill Name	Priority	Result
765	Holdcroft	Change provisions relating to elections for school district bonds and bonds issued by a joint entity that includes a Nebraska school district or educational service unit	Oppose	Died in Committee
803 *added	Von Gillern	Places caps on all public subdivisions including ESUs, and required ESUs to begin the <i>Pink Postcard</i> process.	Oppose	ESU language removed before bill advanced.
814	Brandt	Changes ag land value percentage from 75%-50%.	Oppose	Died in Committee
824	Lonowski	Shorten days to sit out after retirement from 180 to 120 days	Support	Approved by Governor April 7, 2026
841	Rountree	Provides for final approval of IEPs to be the parent's decision.	Oppose	Failed to attach to LB 937
862	Prokop	Extends funds for regional literacy	Support	Approved by Governor

		coaching for 3 more years, until 2030.		April 7, 2026 within LB 1072
898	Lonowski	Virtual conferencing for some boards.	Support	Attached to LB596, Passed on Final Reading
903	Storer	Provide for a referral for home visitation services	Support with Amendment	Presented to Governor April 9, 2026
1054	DeBoer	The A Bill for Cybersecurity.	Support	Amended into LB 937, Presented to Governor April , 2026
1145	Lonowski	Publish open meeting schedule 2x/yr in newspaper. All others in method described in minutes (ie: website)	Support	Attached to LB596, Passed on Final Reading
1166	Juarez	Retirement contribution rate effect date moved from July 1 to Sept 1	Support with comments	Attached to LB295, Approved by Governor April 30, 2026.
1219	Brandt	Limit the amount of property taxes that may be levied by a political subdivision	Oppose	The amendment failed to attach

LB 937 Education Committee Omnibus Package

Section / Bill	Key Substantive Changes (as amended)	Key Dates / Implementation Timeline	Notes
LB 937 (As Introduced)	Technical cleanup bill harmonizing reporting requirements, aligning deadlines, and repealing obsolete provisions. Expands option enrollment reporting, consolidates reading deficiency reporting, updates Teacher Apprenticeship Program (subject-area exam), and expands Teacher Recruitment and Retention Act to include dual enrollment instructors.	School census report deadline moved from July 20 to October 15. School district property tax request/reporting deadline moved to October 15. Option enrollment and related reporting aligned to October 15.	Minimal/no direct ESU impact.
LB 1146 (Attendance & Truancy)	Refines definition and documentation of excused absences. Requires certain illness-related absences to be verified by a parent/guardian and supported by a credentialed health professional. Requires semester review for chronic illness. Adds requirement to document intervention efforts and provide notice prior to referral.	Operative upon effective date of the act. Ongoing compliance required each school year.	ESUs could assist districts with policy updates, documentation systems, and training on attendance interventions.
LB 1164 (Prior Learning Act)	Requires Coordinating Commission to adopt statewide list of exams and cut scores. Postsecondary institutions must award credit for qualifying scores and adopt formal policies. Includes reporting and legislative review requirements.	Sept. 1, 2026: Exam list and cut scores adopted. Oct. 1, 2026: Institutional policies required. Oct. 15, 2026: Policy submission deadline. Dec. 31, 2028: Data reporting begins. Dec. 31, 2029: Legislative report due.	Limited direct ESU impact; monitor for dual-credit alignment and student advising impacts.

Section / Bill	Key Substantive Changes (as amended)	Key Dates / Implementation Timeline	Notes
LB 1241 (Passing the Trash/Student Safety)	Requires 7-year employment history disclosure and verification for school employees. Mandates employer contact regarding misconduct. Establishes penalties for false information. Prohibits suppression of misconduct records. Restricts certain offenders from student contact roles.	2027-2028 school year: Mandatory implementation of employment history review prior to hiring.	Likely some ESU impact. Updates to hiring processes, HR training, and compliance systems prior to 2027-28.
LB 1243 (Extracurricular Participation)	Requires districts to allow participation by nonaccredited/homeschooled students. Limits ability to impose credit-hour requirements beyond governing organization rules. Ensures equal participation standards with NSAA 5 credit hour requirement.	Operative upon effective date of the act.	ESUs could assist districts in revising extracurricular policies and ensuring compliance.
LB 1224 (Transfer Restrictions & DHHS Investigations)	Prohibits student transfer or disenrollment for up to 14 days during active child abuse/neglect investigations. Invalidates exempt school elections during that period. Requires notification and confidentiality.	Operative upon effective date of the act. 14-day transfer restriction window triggered upon DHHS notice.	ESUs could provide guidance on notification procedures, coordination with DHHS, and confidentiality requirements.
LB 599 (Cybersecurity Act)	Establishes statewide K–12 cybersecurity framework. Designates the ESU Coordinating Council as the statewide coordinating entity and point of contact. Requires model policy, annual readiness assessments, and adoption by districts. Creates grant program funded through Education Improvement Fund. Requires approved product list and statewide coordination.	Operative upon effective date of the act. Ongoing annual requirement: cybersecurity readiness assessment must be completed each year for funding eligibility. Implementation dependent on rollout of model policy and grant program.	Primary ESU impact from LB 937. ESUs lead implementation, coordinate with the state, support districts, and facilitate access to funding and services.

Substantive Provisions (as amended through AM 2454 and AM 3084)

LB 599, as amended by AM 2509, creates the K-12 Education Cybersecurity Act to establish a statewide framework for cybersecurity preparedness in Nebraska schools. The bill designates the Educational Service Unit Coordinating Council as the statewide coordinating entity and point of contact for cybersecurity initiatives and requires the council to assign an implementation coordinator to assist educational service units with local implementation. Educational service units are responsible for providing direct cybersecurity support and services to schools within their service areas. The State Department of Education, in coordination with the coordinating council and, for the model policy and readiness assessment, the Office of the Chief Information Officer, must develop a model cybersecurity policy and framework and administer, subject to available funding, a program providing funding for approved cybersecurity products and services for schools and educational service units. Governing boards must complete an annual cybersecurity readiness assessment and adopt a cybersecurity policy and framework consistent with the state model to be eligible for funding. The bill also permits school consortiums for shared purchasing, authorizes rulemaking by the State Board of Education, and adds cybersecurity as an eligible program under the Nebraska Education Improvement Fund.

LB 1146 refines the definition and documentation of excused absences and clarifies procedural requirements related to truancy. As amended, absences for physical or mental illness must be treated as excused when verified by a parent, guardian, or educational decisionmaker and supported by documentation from a credentialed health professional, with documentation for chronic conditions reviewed on a semester basis. The bill also requires schools to document intervention efforts and provide notice prior to referral to a county attorney. The existing statutory threshold for unexcused absences remains unchanged.

LB 1164 establishes the Prior Learning Act, creating a statewide framework for awarding postsecondary credit based on performance on approved examinations, including Advanced Placement and similar assessments. The Coordinating Commission for Postsecondary Education is required to adopt and maintain a uniform list of approved examinations and corresponding cut scores by September 1, 2026. Public postsecondary institutions must adopt policies by October 1, 2026, awarding credit to students who meet or exceed these cut scores, prioritize application of such credit toward degree requirements, and ensure transparency through public posting and reporting. Beginning December 31, 2028, institutions must report data on the number of students and credits awarded, and the Commission must analyze such data and submit a report to the Legislature by December 31, 2029.

LB 1241 strengthens protections for students by requiring enhanced employment history review procedures for individuals applying for positions involving regular contact with students. Beginning with the 2027-28 school year, school districts and governing authorities must collect a seven-year employment history and verify information related to prior allegations or findings of child abuse, neglect, or sexual misconduct through direct contact with former employers. The bill establishes penalties for false or incomplete disclosures and prohibits agreements that suppress or

destroy records related to such misconduct. Certain provisions, including the prohibition on contractual suppression of misconduct records (i.e., NDA) and authority to act on newly discovered disqualifying information, apply upon the effective date of the act.

LB 1243 expands access to extracurricular activities for students enrolled in nonaccredited or exempt schools. School districts are required to allow such students residing within the district to participate in extracurricular activities. The bill limits the ability of districts to impose credit-hour requirements beyond those required by governing organizations. For activities governed by the NSAA or other national or state organizations (i.e., FFA), districts may only require the minimum number of credit hours mandated by those entities. For activities not governed by such organizations, school districts may require enrollment in up to five credit hours per semester.

LB 1224 establishes temporary restrictions on the transfer or disenrollment of students during active child abuse/neglect investigations. When the Department of Health and Human Services provides notice that the student's parent, guardian, or educational decisionmaker is under investigation, the student may not be transferred or withdrawn from their current school for a period of fourteen days or until further notice from the department, whichever occurs first. Any attempt to enroll the student in an exempt school during this period is invalid. The bill also requires prompt notification to DHHS of any attempted transfer and prohibits individuals convicted of certain felony offenses from monitoring or instructing students in exempt schools.

Cybersecurity Report

April, 2026

SLCG Update

Scoring for FY2024 proposals is finished. The state committee has lost two members, from the health and tribal sectors, and the OCIO is seeking new members to appoint to those positions. When those appointments are made, the state committee will meet to review and recommend a list of projects for funding. As a reminder, the ESUs collaborated on three proposals:

- Enhanced data backup and recovery services - hardware and software licensing to improve ESUs and schools abilities to restore data, requesting \$802,200 of SLCG funds
- Cyber Incident Response Planning - in collaboration with cities, counties and health districts, requesting \$80,000 SLCG funding to support workshops on incident response planning and cyber assessment
- Cybersecurity Awareness Training - funding to subsidize cyber training and anti-phishing platform such as Proofpoint, CyberNut, KnowBe4; requesting \$882,000 of SLCG funds

The federal shutdown of the Department of Homeland Security has stopped the flow of approvals and payments for SLCG projects. The Nebraska Emergency Management Agency (NEMA) staff is monitoring the situation and will be prepared to follow up on reimbursements as soon as federal FEMA staff are available to contact.

Cyber Legislation

Our spotlight presentation this month will provide details on the steps forward after passage of the K-12 Cybersecurity Act via LB937 and AM2767 on the week of April 6th, 2026.

Technology Division Report

April, 2026

Software Developer-Integrator Opening

One of our software developers left the ESUCC last week. We have posted the position and are beginning our hiring process.

Software Engineering & Modernization

We are in the process of entering into a contract with Don't Panic Labs of Lincoln, Nebraska to assist us in improving our software engineering practices and accelerating our software modernization work beginning with the SRS project. We plan to begin work with Don't Panic Labs in late July, involving all of our technology division staff.

Nebraska Cloud Numbers

The Nebraska Cloud single sign-on framework handled 349,675 authentication requests in the 90 days prior to this report. It serves 293 ESUs, public and non-public schools and the Nebraska Department of Education, providing access to 38 applications.





Info Services Committee Report

Division: Teaching & Learning

Division Lead: Andrew Easton, Chief Learning Officer

Reporting Period: March 2026

Accessibility

- The Canvas Consortium team finalized [three asynchronous courses](#) that are housed in the Nebraska Learning Network (NLN)
 - One on [Accessibility Essentials](#), one that is a Google-specific training, and one that is a Microsoft-specific training
 - Each course has a certificate of completion
- NCADEMI will be presenting two sessions at the Future Ready Nebraska Conference (6/1-2), one for leadership on how to develop an accessibility roadmap and an additional session on making PDFs accessible.
- NCADEMI will also be presenting a session on tables and spreadsheets at May ESUPDO
- Presented on accessibility at ESU 5

Artificial Intelligence

- Presented a half day all-staff onboarding to AI in education for Ord Public Schools
- Presented on AI in Education at NRCSA
- Continued [amassing resources](#) for the SupportedED AI Page
- Continued developing a pilot project with/between the ESUCC, [Great Minds \(Wit & Wisdom\)](#), and Swivl ([M2](#)) in an effort to create an AI support for teachers and literacy coaches.
 - [Seeking schools that use Wit & Wisdom materials to partner with for the pilot this spring](#) with the intent of arriving at a deliverable product by the start of the 2026-2027 school year.
 - Finalized the MOU between the partners involved along with a DPA agreement for schools in the project to utilize
 - Launched the pilot at Hampton Public Schools on 4/15

Canvas Consortium

- The Nebraska Canvas Virtual Roadshow will be held on June 11, 2026. Register at bit.ly/2026CanvasRoadshow
- Conversations regarding utilizing Canva for ESUPO and the affiliates has moved to next steps: feedback from affiliate leadership
 - Affiliates are seeking a place to house content that was once on their affiliate webpage
 - ESUPO is seeking an ideal place to house resources, communication, etc. ongoing
 - The [Nebraska Learning Network](#) currently houses 50+ asynchronous professional learning opportunities that could be more readily accessed via Canvas
- Coming Soon: Free to Access UDL Courses built with Novak Education

ESUCC Updates

- Please send an update identifying your ESU retirees (and who to contact about recognizing them) to Erin Bussen at ebussen@esucc.org
- Ongoing efforts toward [the ESUCC site redesign](#) that will be available in late April 2026
 - Collected input on the content of the ESUCC services pages
 - In the process of creating working drafts of all aspects of the site prior to a content freeze on April 20th anticipating the April 24th launch date

The Good Life EDU Podcast

- Created 1 new episode of [The Good Life EDU](#) Podcast
 - **Episode 235:** [Back to the Classroom: On Rediscovering Joy and AI-Powered Creativity in CTE](#) with Tisha Richmond

The Nebraska Ed Leadership Live Show

- Hosted the third and fourth episodes of [The Nebraska Ed Leadership Live Show](#) - featuring the NDE SEED Team (supported by NCSA)
 - Episode 1: [John Skretta, Lincoln Public Schools](#)
 - Episode 2: [Keri Homan and Matt Stetson, Crawford Public Schools](#)
 - Episode 3: [Jamie Cook, Literacy Officer at NDE](#)
 - Episode 4: [Thomas Lee, Principal of Westview High School \(OPS\)](#)

SORA Subscription

- We will maintain our open account past 2028, but no additional funds will be added after 08/31/28.

- **Total Collection Stats**
 - 331 titles - Ebooks
 - 128 - Audio Books

SupportED Site

- A Rule 84 Professional Learning Collaboration
- Collaborated with NDE on moving the [SupportED site](#) to Unanimous servers where they will host the site and get it operational by 6/1/26
- Held initial meeting with Unanimous on site fixes for SupportED
- Reached out to national AI experts in an effort to receive links and other resources for an AI SupportED page
- Ongoing conversations with the NDE SEED Team on the possibility of a leadership learning page on the SupportED site

Social Media

- **Twitter X Follower Numbers**

- March 1537 (-20)
- February 1557 (-5)
- January 1562 (-1)

2026

- November+December 1563 (-31)
- October 1594 (-3)
- September 1597 (+4)
- May-August 1593 (+26)
- April 1567 (+4)
- March 1563 (+9)
- February 1554 (-7)
- January 1556 (-9)

2025

- November+December 1565 (-102)
- October 1667 (-18)
- September 1685 (+24)
- May-August 1661 (+51)
- April 1610 (+11)
- March 1599 (+11)
- February 1588 (+11)
- January 1577 (+28)

Reach Count Discontinued

2024

- November+December 1549 (+8) Reach: 3.6K
- October 1541 (+28) Reach: 5.8K
- September 1513 (+18) Reach: 10.3K
- August 1495 (+41 Summer) Reach: 9.2K
- July Reach: 9.8K
- June Reach: 9.2K

- May Reach: 16.2K
- April 1454 (+11) Reach: 19.7K
- March 1443 (+16) Reach: 17.6K
- February 1427 (+12) Reach: 14.1K
- January 1415 (+13) Reach: 13.6K

2023

- December 1402 (+7) Reach: 5.6K
- November 1395 (-8) Reach: 6K
- October 1403 (+46) Reach: 3.5K
- September 1357 (+14) Reach: 9K
- August 1343 (+19) Reach: 8K
- July 1325 (+9) Reach: 8.6K
- June 1316 (+13) Reach: 10.7K
- May 1303 (+8) Reach: 17.6K
- April 1295 (+1) Reach: 8.9K
- March 1294 (+10) Reach: 17.9K
- February 1284 (+12) Reach: 23.4K
- January 1272 (+14) Reach: 31.2K

2022

- December: 1258 (+8) Reach: 6,737
- November: 1250 (+14)
- October: 1236 (+41)
- September: 1195 (+71)
- August: 1124 (+17)
- July: 1107 (+34)
- June: 1083 (+12)
- May: 1071 (+70)
- April: 1001 (+64) *Broke 1000 followers
- March: 937 (+82)
- February: 855 (+82)
- January: 773 (+83)

2021

- December: 690 (+67)

● **Facebook Page Followers and Reach Over Time**

- March Views: 4.6K
- February Views: 4.1K
- January Views: 15.9K

2026

- December Views: 3.1K
- November Views: 2.6K
- October (+1) Views: 3K
- September (+4) Views: 2.8K
- May-Sept 1 (+0) Views: 11.7K - Reach 2.5K
- April 655 (+4) Views: 2.7K - Reach 983
- March 651 Followers Views: 4.5K - Reach 1.7K

o February	Views: 1.8K
o January	Reach: 1.5K
2025	
o November + December	Reach: 3.9K
o October 642 (+5)	Reach: 1.2K
o September 637 (+4)	Reach: 817
o August 633 (+21 for May-Aug)	Reach: 1.8K
o July	Reach: 709
o June	Reach: 953
o May	Reach: 901
o April 612 (+7)	Reach: 1.1K
o March 605 (+6)	Reach: 2.1K
o February 599 (+2)	Reach: 538
o January 597 (+1)	Reach: 362
2024	
o November + December 596 (+2)	Reach: 1.1K
o October 594 (+3)	Reach: 1,951
o September 591 (-3)	Reach: 600
o August 594 (+4)	Reach: 1,380
o July 590 (+13)	Reach: 2,027
o June 577 (+2)	Reach: 1,784
o May 575 (+2)	Reach: 1,343
o April 570 (+6)	
o March 564 (+6)	
o February 559 (+4)	
o January 555 (+2)	
2023	
o December 553 (+0)	
o November 553 (+0)	
o October 553 (+7)	
o September 546 (+6)	
o August 540 (+12)	
o July 528 (+10)	
o June 518 (+1)	
o May 517 (+5)	
o April 512 (+6)	
o March 506 (+3)	
o February 503 (+10)	
o January 493 (+4)	
2022	
o December: 489 (+36)	
o November: 453 (+43)	
o October: 410 (+15)	
o September: 395 (+4)	
o August: 391 (+13)	
o July: 378 (+18)	
o June: 360 (+3)	

- o May: 357 (+8)
- o April: 349 (+33)
- o March: 316 (+52)
- o February: 264 (+30)
- o January: 234 (+40)

2021

- o December: 194 (+7)

● **LinkedIn Impressions Per Month**

- o March Impressions: 1,018
- o February Impressions: 1,231
- o January Impressions: 1,856

2026

- o November+December PV: 38 Impressions: 1,546
- o October Page Views: 16 Impressions: 790
- o September Page Views: 27 Impressions: 1,571
- o May-Sept 1 Impressions: 6,349 Reach: 3,554 (av: 889)
Page Views: 76 (av: 19)
- o April Page Views: 9 Reach: 336
- o March Page Views: 24 Reach: 820
- o February Page Views: 14 Reach: 207
- o January Reach: 663

2025

- o Nov-Dec Reach: 1,030
- o October Page Views: ?? Reach: 398
- o September Page Views: 10 Reach: 550
- o August Page Views: 26 Reach: 473
- o July Page Views: 18 Reach: 438
- o June Page Views: 35 Reach: 679
- o May Page Views: 16 Reach: 790
- o April Page Views: 51 Reach: 2,369
- o March Page Views: 45 Reach: 729
- o February Page Views: 38 Reach: 845
- o January Page Views: 26 Reach: 371

2024

- o Nov+Dec Page Views: 70
- o October Page Views: 25
- o September Page Views: 24
- o August Page Views: 41
- o July Page Views: 23
- o June Page Views: 29
- o May Page Views: 21

2023

CEO Report to the Board

April 2026

Apr 16, 2026 Committees

Apr 17, 2026 Board

New Business			
<input type="checkbox"/>	Executive ▾	Board Member Mileage	Mileage Reimbursement for ESUCC Board Meetings
<input type="checkbox"/>	Educational Resour... ▾	2027 Recognition Dinner	Purpose: <ul style="list-style-type: none"> Recognize 5-10-15-20+ and Retirement ESUCC pays for Retiree, all other flows through agency
<input type="checkbox"/>	Legal ▾	Session-End Report of ESUCC Priorities	Report of the lobbying efforts
<input type="checkbox"/>	Legal ▾ and Full Board	Governor Student Leaders Across the State Event	October 26, 2026 at ESU 3. Feedback: <ul style="list-style-type: none"> Zoomland? Can it zoom from classrooms? Or even school districts to join? With ESU person at the school? That will get more involvement. If questions were not asked, they were disappointed. Have the ESU available AND have it in the classrooms. Central sites throughout the state, multiple in an ESU Panel - kids were bored. Main focus - how to get kids involved in civic engagement. Opportunities for state government.
<input type="checkbox"/>	Information Services ▾	Personnel Update	Two vacancies. <ul style="list-style-type: none"> PowerSchool Technology Division
<input type="checkbox"/>	FULL BOARD ▾	Strategic Planning Update	Met with Mission Matters March 27, signed contract April 6. Beginning to finalize questions for stakeholder focus groups.
<input type="checkbox"/>	FULL BOARD ▾	Policy Updates from Perry Law Firm	Dr. Brian Maschmann will share information he learned regarding the annual Perry Updates. NASB Policy Support Service

<input type="checkbox"/>	FULL BOARD ▾	The Learning Community	<p>79-1245:</p> <ul style="list-style-type: none"> • Educational Service Unit Coordinating Council; created; composition; funding; powers. • (1) The Educational Service Unit Coordinating Council is created. The council shall be composed of one administrator from each educational service unit and beginning July 1, 2017, one nonvoting administrator from each learning community.
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New Since Committee Meetings

<input type="checkbox"/>			
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Old Business

<input type="checkbox"/>	Select a Committee ▾		
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ESUCC
Information Services Committee Meeting
Thursday, April 16, 2026, 3:30 PM
ESU 3 plus Zoom, 6949 South 110th Street, La Vista, NE 68128

1. Call to Order

This is a committee of the Educational Service Unit Coordinating Council. The chairperson or designee will call the committee meeting to order. Per Policy 1008, "Committees shall not have legislative or administrative functions, except as specifically authorized by the Board. All matters except those of routine or emergency nature may be referred to a committee before action by the Board...Summaries of all committee meetings shall be reported to the Board for its information, recording and possible action, as directed by the Board." No formal action will be taken in committee meetings, although recommendations for such action may be made by the committee to the Board.

The Information Services Committee Meeting was called to order at 3:30pm.

1.1. Roll call

2. K-12 Cybersecurity Updates

CIO Isaacson will provide the board with information specific to the statewide effort around K12 cybersecurity.

ESUCC CIO Scott Isaacson reviewed the attached Cybersecurity Report 2026-04 document.

3. ESU Professional Development Organization (PDO) and Affiliate Reports

3.1. Network Operations Coordinator (NOC)

No report from NOC this month.

Ben Wilson, NOC Chair, did not have a report for this meeting. ESUCC CIO Isaacson provided a brief update.

4. Chief Executive Officer (CEO) Report

CEO Report to the Board - April 2026

ESUCC CEO Dr. Polk reviewed the attached CEO Report to the Board - April 2026 document.

4.1. Technology Division

ESUCC CIO Scott Isaacson reviewed the attached Tech Division Report 2026-04 document.

4.2. Teaching and Learning Division

ESUCC CLO Andrew Easton reviewed the attached Teaching & Learning ESUCC Info Services Committee Report-4.12.2026 document.

5. Next Meeting Agenda Items

6. Adjournment

The Information Services Committee Meeting adjourned at 3:50pm.

Minutes respectfully submitted by Mindy Reed, ESUCC Executive Secretary to the CEO.